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CURRENT TOPICS.

THE INCORPORATED LAW SOCIETY have issued a pamphlet containing the Solicitors Act, 1888, with the rules made thereunder, and a series of forms for use in proceedings under the Act, prefaced by clear and detailed instructions with regard to proceedings before the Statutory Committee. We print these instructions elsewhere.

WE GIVE elsewhere the table of attendances of members of the Council of the Incorporated Law Society during the year ending the 15th of April last. The President is, of course, at the head of the list with 194 attendances, but his average has always been high; Mr. PENNINGTON has 151 attendances and Mr. BARKER has 133.

AS WILL be seen from the letter we print elsewhere, a petition addressed to the House of Commons, prepared by the Council of the Solicitors' Managing Clerks' Association, is in course of signature by members of that association and others transacting business at the Royal Courts, praying for the erection of passenger lifts at each entrance to the offices. The petition points out that the offices on the upper floors are chiefly those of the masters of the Chancery judges, the masters of the Queen's Bench Division, the Chancery registrars, the taxing-masters of the Chancery Division, the masters in Lunacy, and the Admiralty registrars, with their respective staffs; that between these offices and those on the ground floors there is continual intercourse; that, excluding the two principal entrances to the courts, there are seven entrances to the various offices, and from the lower to the upper floors there is an average of 110 steps; that the ascent and descent of these steps entails great physical exertion, and, in the case of those who are unable to bear the severe strain, necessitates their having to rest at intervals, causing considerable inconvenience and loss of time; and that serious consequences to health have resulted by reason of the before-mentioned physical strain.

A CURIOUS instance of the danger of venturing to interpret a rule of court by the mere light of common sense is furnished by the R. S. O., ord. 54B, r. 4 (1) (d). Under the Trustee Act,

1893, s. 42, trustees, or the majority of trustees, having in their hands or under their control money or securities belonging to a trust, may pay the same into the High Court. Ord. 54B, r. 4, prescribes the method for doing this. Where a trustee desires to make a lodgment under the above section, he must make and file an affidavit intitled in the matter of the trust and of the Act, and setting forth, among other things, the following information required by sub-section (d). We give the sub-section in full: "(d) The place where he is to be served with any petition, summons, or order, or notice of any proceeding relating to the money or securities." Now, this appears, at first sight, to be capable of only one interpretation. The trustee pays the money into court on his affidavit, and states therein an address for service, so that if any person claiming the money applies by petition or summons for payment out, he may serve the trustee at the address for service. If he proceeds by summons, it must of necessity be an originating summons, and it is therefore natural to infer that in such a case service of the originating summons at the address for service given in the affidavit is good service. The sub-section quoted above does not actually say this, but it appears to imply it in the most direct way; indeed, if that is not its meaning, it is not easy to see what it does mean. That is the common-sense view of the matter.

IN INTERPRETING rules of court, however, common sense must be used with caution. The sub-section quoted above is not so young or so simple as it looks. It is in fact a provision with a past. It was taken from the repealed Funds Rules, 1874 (r. 34), which in its turn was taken from the Chancery Consolidated Orders (ord. 41, r. 1 (2)), which was a mere repetition of the Chancery General Order of the 10th of June, 1848, ord. 1. The original of 1848 provided that the trustee should state in his affidavit, among other things: "(2) The place where he is to be served with any petition or any notice of any proceeding or order of the court, or of the judge in chambers, relating to the trust fund." It will be seen, therefore, that the words are in effect the same, except that the word "summons" has been introduced. In 1852, after payment into court by a trustee, a claimant petitioned for payment out to him as absolutely entitled. The trustee's affidavit contained the required address for service. He could not be found, and therefore could not be served personally. The petitioner applied in court to the Master of the Rolls for leave to serve the trustee at the address for service given in the affidavit. The Master of the Rolls, on being satisfied that personal service was not possible, gave the petitioner leave to serve the trustee at the address for service, but expressly reserved the right of the trustee to object at the hearing (*Ex parte Baughan*, 16 Jurist 325). In 1866 the same circumstances arose (*Re Lawrence*, 14 W. R. 93). The trustee in this case was a solicitor, and gave, in the affidavit for payment into court, the address of his office at 12, Watling-street. The petitioner served him by leaving a copy of the petition at that address with the trustee's partner. At the hearing it was shewn that the trustee could not be found at the address given, and that service had been effected in the manner stated. The case of *Ex parte Baughan* (*supra*) was cited. The court held that the service was bad. Vice-Chancellor KINDERSLEY said: "The court always requires trustees to be served, and there must be personal service upon the individual, ordinarily speaking. It is the duty of the person serving to find the party to be served. If he cannot be found, the place indicated may be a sufficient address." It appears, therefore, that the object of the original rule requiring the trustees to furnish an address for service in the affidavit for payment into court was, not to dispense with personal service of the petition or other proceeding dealing with the fund, but to secure upon the record an address whereat, if personal service could not be effected, substituted service might be ordered. It is a pity that in re-enacting the sub-section in 1893 words were not added clearly indicating its intention. As it stands it is misleading unless its past history is raked up to explain it.

APART FROM the instance given above, it is a strange omission from the R. S. C. that they nowhere contain a provision as to

how an originating summons is to be served. The Consolidated Orders did not contain any provision specifying the mode of service, and though the Act 15 & 16 Vict. c. 86 (1852), s. 45, required proof of "due service," it did not specify the kind of service required. According to Sidney Smith's Practice, ed. 1862, p. 909, the summons originating proceedings had to be served by delivering to and leaving with the party, or some member of his family, at his dwelling-house, a duly sealed copy of the summons. The practice of requiring personal service of an originating summons in the same manner as a writ of summons has grown up without direct statutory authority. It would be difficult to shake that practice now, because the R. S. C., 1893, prescribed a new form of originating summons containing mandatory words precisely similar to those in a writ of summons: "Let — within eight days after service of this summons on him, inclusive of the day of such service, cause an appearance to be entered," &c. The only published statements in books of practice to the effect that an originating summons requires personal service are in Daniell's Chancery Practice, 6th ed., p. 970, and in the Annual Practice, 1898, p. 945.

THE IMPORTANT question as to the proper course for magistrates to take when they are equally divided in opinion came again before a Divisional Court last week in the case of *Reg. v. Wardle*. In the course of a labour dispute at South Shields, over two hundred summonses were issued against workmen under the Employers and Workmen Act, 1875, for damages for breach of contract in wrongfully leaving their employment. The question was the same in each case, and the parties agreed that a test case should be taken, and that the result of that case should decide all the others. The test case against one CLARKE was heard before four magistrates, and they being equally divided in opinion, the chairman announced that the complaint was dismissed. The justices, no doubt, acted on the authority of the case of *Reg. v. Ashplant* (32 SOLICITORS' JOURNAL 679), in which the High Court held that where justices are equally divided at petty sessions, it is a proper course to dismiss the summons. This was, however, a criminal case, and in criminal cases an accused person is entitled to the benefit of the doubt. Hence it is reasonable that as on indictment a prisoner is frequently acquitted, not because the jury believe him to be innocent, but because many of them have a strong doubt, so in summary proceedings, unless a majority of the justices are convinced, the prisoner ought in fairness to have the benefit of the equal division. In the recent case, however, the High Court expressed some doubt as to whether in a civil case it is the proper course for magistrates, when equally divided, to dismiss the complaint. We venture to submit that it is not a proper course. In all cases at petty sessions it is well-established that the justices have power for any sufficient cause to adjourn the hearing. It is very common for justices when equally divided to adjourn the case so that it may be reheard before a bench consisting, wholly or partly, of magistrates not present on the first occasion. This is no doubt a justifiable step to take in many criminal cases, but, in our opinion, it is the only proper course in a civil case. In a civil case, a mere claim for damages for breach of contract, there is no principle by which either party should have the benefit of the doubt as in a criminal charge. The plaintiff is entitled to have a decision on the merits of his case, and it is impossible to argue that there has been a decision on the merits when the justices who have to decide the matter are equally divided.

IT WAS NOT, however, CLARKE's case which was directly before the High Court in *Reg. v. Wardle*. In spite of the arrangement that the decision in CLARKE's case should decide all the cases, the employers proceeded against another of the workmen named BURROWS. In defence it was urged that the agreement in CLARKE's case was conclusive of BURROWS case, and that the matter was *res judicata*. The justices, however, heard the case and decided against BURROWS. A rule *nisi* was obtained against the justices to shew cause why they should not state a case, and it was this rule which was recently argued before the Divisional Court and discharged. The court held that the arrangement

between the parties that CLARKE's case was to be a test case contemplated that there should be a decision upon the merits in that case. There had been no decision upon the merits, and therefore the complainants were entitled to proceed with another of the cases. Now, in criminal cases there can, properly speaking, be no such thing as a test case, for no agreement can bind an accused person to plead guilty when put upon his trial. In civil cases, however, where a number of actions raise the same issue, it is quite open to the parties to agree that one action shall be tried and that all the actions shall abide the result of that one, and such agreement will be binding. In the absence of agreement, also, the court may order that one of such actions shall be tried as a test action. But wherever one of a number of actions is taken as a test action whether by agreement or by order, it must also be understood that the other actions depend upon the result of the test action only if the test action be decided upon its merits. Thus in the year 1877 seventy-eight separate actions for misrepresentation in a prospectus were brought against the same defendants by different plaintiffs. The question was precisely the same in each case, and the court made an order that one should be tried as a test action, and the others stayed (*Amos v. Chadwick*, 4 Ch. D. 869). When the selected case came on for trial, however, the plaintiff declined to proceed, and the action was accordingly dismissed with costs, the merits never having been gone into (*Robinson v. Chadwick*, 7 Ch. D. 878). Therefore, as the test action had, without any fault of the other plaintiffs, failed to be a real trial of the issue between the various plaintiffs and the defendants, the court ordered that another action should be substituted for that which had so failed (*Amos v. Chadwick*, 9 Ch. D. 459). Although this series of cases does not appear to have been brought to the notice of the Divisional Court, their decision was quite in harmony with them and was, no doubt, quite right. It is quite clear that any other view of the law would be very dangerous indeed, for in circumstances like the Chadwick cases, the plaintiff in the test case might be induced not to proceed with his action, when a gross miscarriage of justice would be the consequence.

IN COMMENTING on the decision of KEKEWICH, J., in *Re De Nicols, De Nicols v. Curlier* (reported *ante*, p. 252), we remarked with satisfaction on the clear statement and application of principle contained in the judgment. The decision has been reversed by the Court of Appeal, not on principle (as to which the court apparently agreed with KEKEWICH, J.) but on authority. The circumstances of the case were as follow: In 1863 Mr. and Mrs. DE NICOLS, French subjects who had been married at Paris in 1854 without a settlement, came over to England and settled in London. The domicile of both the spouses had always theretofore been French, but it was not disputed that they afterwards acquired an English domicile. They had between them a small fortune of about £400, and with this money they set up a small café near Regent-street—the forerunner of the well-known café of the same name in Regent-street. By means of the prosperous business to which this led, and in other ways, Mr. DE NICOLS amassed a fortune of about £600,000. He died in February, 1897, having by his will (in which he declared himself to be a domiciled Englishman) given his residuary real and personal estate upon trusts generally for the benefit of his wife for life, and afterwards of his only child, a daughter, and her husband and children. Madame DE NICOLS, however, claimed to be absolutely entitled to one-half of the testator's movable property, in accordance with the French law as to *communauté égale de biens*, which law, she contended, as the law of the domicile of both parties at the date of the marriage, continued to govern the mutual proprietary rights of the spouses. Hence arose the important and difficult question whether the subsequent change of domicile could alter those proprietary rights. This question of private international law was the more interesting, and not the less difficult, because eminent jurists in different countries have taken widely different views upon it. Put shortly, the contradiction is between the Scotch and American authorities, which, on the whole, adopt the view that a change of domicile after marriage entirely alters the rights of the spouses, on the

one hand, and the continental authorities, which, on the contrary, regard the law of the matrimonial domicile as conferring rights not liable to be subsequently modified.

Mr. WESTLAKE, in his work on Private International Law (paragraph 36), went so far as to lay down, as the result which, though not yet formulated, would almost certainly be adopted by the English courts when the question distinctly arose, that, "in the absence of express contract, the law of the matrimonial domicile regulates the rights of the husband and wife in the movable property belonging to either of them at the date of the marriage, or acquired by either of them during the marriage. By the matrimonial domicile is to be understood that of the husband at the date of the marriage, with a possible exception" of cases where there is an agreement for an immediate change of domicile. KEKEWICH, J., preferring the principle which has found favour on the continent, gave judgment upholding the plaintiff's claim. LINDLEY, M.R., however, in delivering the considered judgment of the Court of Appeal, while distinctly expressing a preference on principle for the view adopted in the court below, finds the matter settled by authority in an opposite sense. There is, it seems, no English case deciding the point; a curious state of things when it is considered how often the question must have arisen in practice. But in the Scotch appeal of *Lashley v. Hog* (4 Paton 581), in the House of Lords, the exact point was decided, the decision, as the Master of the Rolls remarks, not being "based only on the law of Scotland," but on "a most important principle of private international law." That case, therefore, the Court of Appeal treated as conclusive of the present dispute. The question raised, indeed, seems to be one of those upon which it would be intolerable that the English and the Scotch courts should be allowed to take different views. It would seem to be one important function of the House of Lords, in its appellate capacity, to enforce, as it has done in regard to the question of domicile itself, uniformity of treatment in the two countries of legal puzzles of this character. In the present case, therefore, it is satisfactory to note that no contradiction has emerged between the English and the Scotch Courts.

THE "STANDARD" of Tuesday contained a remarkable "Order of Procession" at Mr. GLADSTONE's funeral, which was stated to be published on the authority of a news agency, and purported to represent the direction of the Heralds' College. We not unnaturally searched the long list in order to see what arrangements the Earl Marshal had made for the representation of judicial personages and legal functionaries generally. We confess to having experienced a feeling of surprise at seeing in the foremost place, among the representatives of Law and Justice, "Masters in Chancery." One would hardly have expected the Heralds' College to be so well versed in recent legal changes as to know that there are Masters in Chancery in these days. It is true that their proper title is "Masters of the Supreme Court," but one-half of the masters are on the Queen's Bench side and one-half on the Chancery side, and it certainly appeared at first sight somewhat surprising that the latter should have alone been invited to take part in the procession. A further examination of the list, however, disclosed peculiarities which showed that the "order of the procession" supplied to our contemporary was not quite up to date, for, while "the Judge of the Admiralty" was included (there being no such office), the Lords Justices of Appeal were omitted. The list, in fact, was apparently an old one touched up for the public delectation. Its actual date cannot of course be determined, but we think it must be about fifty years old, because the "Masters in Chancery" therein referred to could only have been the important body bearing that title who were abolished by the Court of Chancery Act, 1852, and from the fact that the "Judge of the Admiralty" was given a leading position in the procession, we are inclined to think that it formed the programme of the State funeral of some naval hero. The puzzle is to find the missing hero.

THE LAND TRANSFER RULES.

III.

Part II.—First Registration (continued).—Qualified Title.—If upon an application for an absolute title it appears to the registrar, upon the examination of the title, that a qualified title only ought to be entered on the register, and the applicant, on being informed thereof, requests in writing that such qualified title should be entered, the registrar is to frame the proper entries for the register subject to the applicant's approval thereof (rule 42). This rule has to be read with section 9 of the Act of 1875. A qualified title is merely an absolute title in respect of which a blot is entered on the register. There is no power to apply for registration with a qualified title. Where on an application for an absolute title a qualified title is all that can be obtained, it will in most cases, we conceive, be best to register with a possessory title only, as registration with a qualified title merely advertises the defect.

Leasehold land.—The rules provide for the registration of leaseholds with absolute, qualified, and possessory titles (rules 45 and 52), and generally apply the provisions of the Acts and rules relating to freeholds to leaseholds (rules 43 to 57). Where a lease contains a prohibition against assignment without consent, the leasehold land is to be registered with a qualified title (rule 52); but where there is an absolute prohibition against alienation the land cannot be registered (see section 11 of the Act of 1875). Section 11 of the Act of 1875 relating to the registration of leasehold land is amended by the Act of 1897 (First Schedule) so as to include a sub-lease and to exclude a term created for mortgage purposes. It is difficult to say what the effect of the amendment is, but it seems it would exclude "a term created for mortgage purposes" even after a sale or foreclosure. This can hardly have been intended, for it frequently happens that on a sale or foreclosure by a mortgagee by sub-demise, the head term cannot be got in and is neglected. Hence where this is the case no registration of the leasehold can take place. If, however, a registered charge is taken, then on foreclosure the chargee will be entitled to be registered as proprietor of the lease (rule 107).

Compulsory registration.—The provisions of the Act of 1897 as to compulsory registration are extended to leaseholds (rules 58 and 59). In a compulsory district an assignment on sale of a lease or underlease having at least forty years to run or two or more lives to fall in is to operate as an agreement only until the title is registered (rule 59). A mortgage followed by a release of the equity of redemption would seem to offer an easy method of evasion of this rule. For, although the expression "conveyance on sale" in rule 17 is to include a grant or assignment of a lease or sub-lease (rule 43), there is nothing in rules 58 and 59 to incorporate the meaning of "conveyance on sale" as defined in section 20 (2) of the Act of 1897.

Undivided shares.—The Act of 1875 prohibited the registration of undivided shares in land or a charge (section 83). This prohibition is repealed by the Act of 1897 (section 14, sub-section 1), and now the rules make provision as to such registration in the case of undivided shares in land (rule 66). There seems to be no reason why undivided shares in a charge should not also be registered. In the case of undivided shares in land, the registration of more shares than one may, if the proprietors thereof so desire, and subject to the approval of the registrar, be made under one title, and in such case the share held by each proprietor is to be specified in the Proprietorship Register (*ib.*). If the shares are registered under separate titles, the share to which each title relates is to be stated in the Property Register (*ib.*). Registration of title cannot be made compulsory as to undivided shares (Act of 1897, s. 24). A ready method of evading the compulsory provisions of the Acts in the case of freeholds is, therefore, for a vendor to convey—reserving an infinitesimal undivided share (Appendix No. 8 to the report of the Select Committee of the House of Commons, 1895).

Settled land.—Application for registration of settled land may be made by any person capable of being registered as proprietor. It is not clear from the Act of 1897 who are the persons capable of being registered. Section 6 (1) is as follows:

Settled land may (at the option of the tenant for life) be registered either in the name of the tenant for life, or,

where there are trustees with powers of sale, in the names of those trustees, or, where there is an overriding power of appointment of the fee simple, in the names of the persons in whom that power is vested.

The expressions "tenant for life" and "trustees of the settlement" are defined by section 6, sub-section 10, so as to have the same meaning as in the Settled Land Acts, 1882 to 1890. Registration of settled land in the names of trustees appears to be confined by the above section to trustees who have express powers of sale, and they are not by any means co-extensive with "trustees of the settlement" as defined by sub-section 10—for instance, trustees appointed under the Settled Land Act, 1882 (s. 38) of a settlement not containing a power of sale, would not have "powers of sale" except on behalf of an infant under section 60 of that Act. Further, the definition of tenant for life above-mentioned is either too wide or too narrow. The Settled Land Act, 1882, distinguishes between a tenant for life proper and "a person having the powers of a tenant for life" (see sections 10 (2), 60, 61 (2), and 62 of that Act, where both are mentioned). That "a person who has the powers of a tenant for life" may be registered now seems clear from the forms in the first schedule to the rules (see forms 15, 16, and 17); but some difficulties still remain in the case of an infant and a tenant for life of proceeds of sale. By the Settled Land Act, 1882, s. 60, the powers of an infant tenant for life, including an infant deemed a tenant for life under section 59 of that Act, or having the powers of a tenant for life, may be exercised by the trustees of the settlement, or, if none, by the persons appointed by the court. By section 63 of that Act a person entitled to the income of the proceeds of sale of land held on trust for sale, or of the rents until sale, "is deemed to be a tenant for life thereof"; but under section 7 of the Settled Land Act, 1882, his statutory powers are not to be exercised without the leave of the court. It is difficult to see, if an infant who "is deemed a tenant for life" under section 59 is within the section of the Act of 1897 above set out, why a person who "is deemed a tenant for life" under section 63 of the Settled Land Act, 1882, should not also be within the section. On the other hand, where land is conveyed to trustees on trust for sale, they are clearly the persons who ought to be registered until an order is obtained under section 7 of the Settled Land Act, 1884. Moreover, section 68 of the Act of 1875 expressly enables trustees for sale to apply for registration.

CORRESPONDENCE.

LIFTS AT THE LAW COURTS.

[To the Editor of the Solicitors' Journal.]

Sir,—On behalf of the members of the Solicitors' Managing Clerks' Association, I thank you for the remarks contained in your last week's issue upon the subject of passenger lifts at the Law Courts, and I hope the common-sense view you put forward will have some weight with the authorities.

The question of lifts has been under consideration by my council for some time past, and last October I wrote to the Lord Chancellor urging not only the necessity of lifts, but also of there being a bridge to connect the east and west wings on the southern side of the Courts, and an office in the western wing for the sale of stamps. My letter was duly acknowledged, but, so far as I know, no attention has been paid to it.

The matter of lifts is of so serious a character that we are about to present a petition to the House of Commons praying for their erection at or near to the several entrances to the offices connected with the Courts. For the information of yourself and your readers I send you a copy of it. A large number of signatures have already been obtained, and, as announced in the notice to our members, a copy of the petition lies at this office for signature.

ALFRED TURNER, Hon. Gen. Sec.

The Solicitors' Managing Clerks' Association, 12, New-court, Lincoln's-inn, May 25.

COINCIDENCE?

[To the Editor of the Solicitors' Journal.]

Sir,—A. and B. (not relatives, but probably slightly acquainted with each other) were born over 69 years ago and within a month of

each other. They both insured their lives in the same office. Their policies were for the same sum. They both died in 1898. They both left wills appointing (different) executors.

Their ages were not admitted when insurances effected. They both left "Family" Bibles containing entries of events in their respective families (forthcoming in proof of ages). Their respective executors employ the same solicitor (the writer) to prove their wills. Such solicitor is corresponding at the same moment with the insurance company with reference to proof of the ages and payment over of the insurance moneys.

People are not always agreed as to what is "coincidence." May not some be seen in the above? MUTATIS MUTANDIS.

[Can any of our readers "cap" the above-mentioned coincidences?—ED. S.J.]

DELAY IN PASSING ACCOUNTS AT SOMERSET HOUSE.

[To the Editor of the Solicitors' Journal.]

Sir,—We shall be glad to know whether we have been peculiarly unfortunate, or whether the experience of other of your readers is the same as our own—namely, that the work of getting the various accounts required after probate passed through Somerset House has in the last year or two become increasingly slow. The result is that estates ready in all other respects to be closed are kept open for months.

COUNTRY SOLICITORS.

NEW ORDERS, &c.

THE SOLICITORS ACT, 1888.

The following instructions have been issued by the Incorporated Law Society:

A print of so much of the Act as refers to applications to the committee and of the rules issued thereunder will be found at p. 6, and should be carefully considered.

A form of application against a solicitor is given in the schedule to the rules.

The applicant, whose address and profession, business or occupation, must be stated, is required to sign the application as well as to make or join in the affidavit.

The affidavit in support of the application should not be headed "In the High Court of Justice."

The affidavit should state concisely, and with all material dates, the facts which the applicant relies upon, and will be prepared to prove, and it is convenient that it should conclude by formulating the charge or charges made.

The evidence in support of the facts stated should not be set out except so far as may be necessary to show the nature of the charge.

When documents or letters are referred to but not set out in the affidavit, they should be marked as exhibits and sent in with the application. It is more convenient to exhibit a copy of any correspondence than to exhibit the letters separately, as they must, if not admitted, be proved in the ordinary way on the hearing.

The form of affidavit set out in the schedule instances a case of a complaint made by a client, but the application may be made by any person aggrieved, or by anyone having official cognizance of the facts—e.g., an official receiver.

It will usually be advisable that the application and affidavit should be prepared by a solicitor, but this is not compulsory.

If the case made by the affidavit does not appear to the committee to call for answer from the solicitor, the applicant is so informed. The applicant, if dissatisfied with the decision, can renew his application to the committee upon additional evidence.

If the case made by the affidavit appears to the committee to require an answer from the solicitor, they appoint a day for hearing the application. A copy of the application and of the affidavit, together with notice of the day fixed for the hearing, is sent by the registrar to the solicitor at his last known place of abode or business, and a similar notice is also sent to the applicant.

The applicant and the solicitor respectively must furnish to the registrar and to each other a list of the documents which they respectively propose to put in. Such list should sufficiently identify the documents included in it, and state whether they are originals or copies, and must, unless otherwise ordered by the committee, be furnished by the applicant at least fourteen days before the day of hearing, and by the solicitor within seven days after he has received the list furnished by the applicant.

These lists are equivalent to the ordinary notice to produce, and limit the documents referred to therein.

All notices may be served by registered letter, and the service is sufficiently proved by evidence that the notice was properly addressed and posted.

Either party may inspect and obtain copies of the documents included in the list furnished by the other.

The committee will not allow either party to put in evidence at the hearing any document not included in the list furnished by him without giving to the other side time to inspect and consider it, if in their opinion any injustice or hardship would be caused by his not having had any previous opportunity to do so.

At the hearing either party may appear in person or by counsel or solicitor. The committee will not hear a solicitor's clerk or any other agent.

The committee may proceed in the absence of either party if they are of opinion that such absence is the result of gross negligence or of an intention to avoid or delay proceedings. The complainant must be prepared with evidence to show that such is the case.

Either party desiring to compel the attendance of a witness can, after obtaining a certificate from the committee, obtain from a judge in chambers an order for the issue of a subpoena *ad testificandum* or *duces tecum*. A copy of the subpoena, with a copy of the judge's order, must be served within twelve weeks after the date of the order.

The form of certificate for a subpoena may be obtained from the registrar free of charge.

The hearing is conducted and evidence taken in the same manner as nearly as practicable as on the trial of an action in the High Court. In certain cases (specified in the rules 5A and 5B, p. 10, 11) evidence by affidavit may be used; but this will not as a general rule be admitted, and in any case the complainant must attend and be prepared to give oral evidence.

At the close of the inquiry the committee embody their finding in a report which is filed in the Central Office of the High Court of Justice, with the affidavit of the applicant, and a copy of the report is sent to the applicant and the respondent.

Should the finding of the committee be adverse to the solicitor, the report is set down by the society for consideration by the court. Notice is sent to the parties of the day for which it is entered, and counsel on behalf of the Incorporated Law Society will be instructed to appear.

The applicant may, but need not, attend or be represented.

If the report is favourable to the solicitor, the duties of the committee are discharged by the filing of the report and the affidavit of the applicant. But the applicant, if dissatisfied, can himself bring the report before the court, and the respondent can in like manner do so, and ask that an order be made for payment by the applicant of the costs occasioned by the unsuccessful application.

When an application against a solicitor has once been lodged, it cannot under any circumstances be withdrawn without the leave of the committee, which must be applied for on the day fixed for the hearing, or (by leave) at some other meeting of the committee.

APPLICATIONS BY SOLICITORS.

An application by a solicitor to have his name removed from the roll at his own request must be sent to the Registrar of Solicitors, and be accompanied by an affidavit by the applicant.

The application when received is considered by the committee, who may require the applicant to give notice by advertisement or otherwise of the application, and, if they consider a hearing necessary, of the day fixed for the purpose.

The committee forward their report to the Master of the Rolls, who will make such order thereon as he shall think fit.

CASES OF THE WEEK.

Court of Appeal.

Re DE NICOLS, DE NICOLS v. COURLIER. No. 2. 5th, 6th, and 19th May.

DOMICIL—HUSBAND AND WIFE—MATRIMONIAL DOMICIL—FRENCH LAW—MARRIAGE WITHOUT A SETTLEMENT—COMMUNITY OF GOODS—SUBSEQUENT CHANGE OF DOMICIL—MOVABLE PROPERTY ACQUIRED AFTER THE CHANGE OF DOMICIL.

This was an appeal from a decision of Kekewich, J. (reported *ante*, p. 252, and 46 W. R. 326). In 1854 Mr. de Nicols, a domiciled Frenchman, married his cousin, a domiciled Frenchwoman, in Paris. No contract or settlement was executed by the parties on their marriage, and therefore, according to the French law of "community of goods" (if applicable), each party was entitled to one-half of the property acquired during the coverture by either or both of them. In 1863 Mr. de Nicols was adjudicated a bankrupt in France, and in that year he came over to England with his wife. In 1865 they became naturalized British subjects. In 1897 Mr. de Nicols died, and by his will, made according to English form, he gave his residuary real and personal estate, consisting of property acquired in England, upon trust for his wife for life, and upon her death for his daughter and for the daughter's husband and children. A summons was afterwards taken out by Mr. de Nicols' widow against the executors and trustees of the will, the daughter of the marriage, and her children. The widow claimed to be entitled, notwith-

standing the will, to one-half of all the property in the possession of her husband, or of him and herself jointly, at the date of his death. The principal question raised was whether the rights of the spouses as to property belonging to either or both of them were governed by French law, the law of the matrimonial domicile, or by English law, the law of the husband's last domicile. The question was argued as to movable property only. Kekewich, J., decided that the law of the matrimonial domicile prevailed, and gave judgment for the plaintiff. The defendants other than the trustees appealed.

THE COURT (LINDLEY, M.R., and RICHY and COLLINS, L.JJ.) allowed the appeal.

LINDLEY, M.R.: read the judgment of the court as follows: This is an appeal from the decision of Kekewich, J., reported 1898, 1 Ch. 403. The question raised by this appeal turns upon whether the decision of the House of Lords in the case of *Lashley v. Hog* (4 Paton's Sc. App. Cas. 581) applies to it or not. Kekewich, J., has treated that decision as not applicable to the present case, and he has decided that a change of domicile has not affected the rights acquired by two French people in each other's unsettled movable property by their marriage in France. In order to appreciate *Lashley v. Hog*, and its true bearing on the case before us, it is necessary to understand how at the date of that decision the law of Scotland stood as regards the effect of marriage on the movable property of the wife. By the Scotch law, on the marriage of two persons domiciled in Scotland the existing and after-acquired movable property of both husband and wife was regarded as a common fund (*communio bonorum*) divisible in certain shares on the death of either of them. But the whole of this so-called common fund was at the disposal of the husband during the marriage, and was liable to the payment of his debts. During the marriage neither his wife nor his children had any right to any part of it. But the law applicable to this so-called *communio bonorum* did not depend in any way on whether any of the movable property which constituted it came from the wife or not. The proportion, if any, in which she contributed to it was of no importance. The whole was the husband's property, and his inability to dispose of the whole of it by will, and the rights to it which arose on the death of himself or his wife, in no way depended on the amount of her contribution, if any, to the common stock. Assuming a *communio bonorum* to exist, the right of the wife and children to it on his death, or, in other words, the distribution of the *communio bonorum* on the death of the husband, would on general principles of law be determined by the Scotch law of succession to the movable property of married men or widowers. So the persons to take the wife's share, if any, of the *communio* on her death would be decided by the law of succession as applied to her share. But when the question is, as it was in *Lashley v. Hog*, whether on the wife's death in her husband's lifetime any part of his property became hers, or became payable to persons claiming through her as if it were her property, it is very difficult to understand upon what principle recourse is had to the law of succession. Apart from authority we should have thought that the matrimonial law of the place where the parties were domiciled when they married, and not the law of the domicile of the husband on the wife's death, would have been the law to apply to such a question as that. We pass now to *Lashley v. Hog* which is reported also in the Appendix to Robertson's Law of Succession (No. III.), p. 414. Many questions were raised and decided on that appeal, but the only one which concerns us on the present occasion is the effect of the change of domicile on the rights of married persons to their respective unsettled movable properties. Mr. and Mrs. Hog, both of whom were English, married in England. Her unsettled movable property, existing and after-acquired, became his, and she had no right to his movable property except what she might acquire under the Statute of Distributions if he died intestate. Mr. and Mrs. Hog had several children, and went to Scotland and became domiciled there, and they both died there. His wife predeceased him. One of their daughters married a Mr. Lashley. Mr. Hog had amassed a large fortune, and he left a will making provisions for his children. Mrs. Lashley, however, refused to take anything under her father's will, and insisted on her rights under the Scotch law. Those rights were, as she insisted: (1) A share of what her mother became entitled to in the *communio bonorum* when she died. (2) A share of her father's property at the time of his death. She succeeded in establishing her right to a share of her father's estate in a previous litigation (4 Pat. 593). Owing to circumstances not mentioned here, she got the whole *legitim* (see p. 609). Her claim to her share of what her mother became entitled to when she died remained to be decided, and that was one of the questions before the House of Lords in *Lashley v. Hog*. The House of Lords decided in her favour, reversing the decision of the Scotch Court on this point. The judgment of Lord Eldon is extremely long, dealing with various matters which do not bear on the question we have to consider. We have all studied that judgment with great care in order to ascertain the real grounds on which his decision on this point was based. The case was argued for the appellant, Mrs. Lashley, on the ground that, her father being a domiciled Scotchman when his wife died, the distribution of property on the dissolution of the marriage must be regulated by the law of the place of the domicile of the married pair at that time. The previous decision in favour of Mrs. Lashley's claim to *legitim*—i.e., her share of her father's estate on his death—was relied upon, and it was urged that no distinction could be made between a wife's share and a child's share. The argument for the respondent was to the effect that the destination of the movable property of married persons on the dissolution of the marriage depended on the law of the place where they were domiciled when they married; and that the death of the wife in the lifetime of her husband did not deprive him of what became his on his marriage. These were shortly the two views presented to the House of Lords for decision. The House adopted the

view presented by the appellant, and held that on the dissolution of the marriage by the death of the wife a portion of the husband's property became divisible amongst those persons who would have become entitled to it by the law of Scotland if the husband and wife had been domiciled in Scotland when they married. The claim of the daughter to her share of her father's movable property on his death is intelligible enough. It is a mere illustration of the well-settled rule that the law of a person's domicile regulates the succession to his movable property. But the claim of the daughter to what became divisible on her mother's death cannot be explained on any such principle; for, although when that share became divisible the mother was dead, yet the father was not; and it was a part of his property which the daughter claimed and was held entitled to. The decision in her favour necessarily involves the view that the change of domicile affected the matrimonial rights of the husband and wife, and this was plainly what both Lord Eldon and Lord Rosalyn meant to decide, and what the House of Lords did decide. (See 4 Paton 611-619). Lord Eldon said distinctly (p. 617) that it was best to hold that the wife's rights shifted with the domicile of her husband, and that was the basis of the judgment. It is plain that he was much influenced by the difficulty of making any distinction between the rights of a wife who survived her husband and the rights of those who claimed her share if she died in his lifetime (p. 615). Lord Rosalyn concurred in Lord Eldon's judgment, and repudiated the idea that marriage imported any implied contract which a subsequent change of domicile could not affect. It is impossible to escape from the conclusion that the change of domicile was held to have altered the respective rights of both husband and wife with respect to their unsettled movable properties. She acquired and he lost rights by the change even during his life. This decision is binding on us. It is true that there are several material differences between Scotch and French matrimonial laws of property, the wife having more extensive rights under the law of France than she has under the law of Scotland. But these differences do not warrant us in holding that the law of matrimonial domicile can prevail after such domicile has been changed. It is not altogether satisfactory to hold that a change of domicile cannot affect an express contract embodying the law of the matrimonial domicile, but that a change of domicile does affect the application of that law if not embodied in an express contract. But after all there is some practical convenience in holding that a change of domicile changes the rights of husband and wife as regards their respective unsettled movable properties, just as it changes their rights to obtain judicial degrees for separation and divorce, and their testamentary powers. In America and in Scotland this view has prevailed; although on the continent it has been repudiated as opposed to sound legal principle. After *Lashley v. Hog* we do not consider the question open to judicial review in this country. We cannot regard the decision as based only on the law of Scotland. It decided a most important principle of private international law. If anything turns on it, there is no doubt that in this case the lady acquiesced in the change of domicile. The appeal, therefore, must be allowed, and the declaration made by Kekewich, J., must be altered accordingly. The costs of the appeal will be costs in the summons—COUNSEL, Dicey, Q.C., and F. Whinney; Renshaw, Q.C., and Ingle Joyce; Elgood and Maugham. SOLICITORS, Tyrrell Lewis, Lewis, & Broadbent; Hicks, Arnold, & Mosley.

[Reported by R. C. MACKENZIE, Barrister-at-Law.]

High Court—Chancery Division.

Re MUNDY AND ROPER VENDOR AND PURCHASER ACT, 1874.
Kekewich, J. 13th and 14th May.

SETTLED LAND—SERIES OF DEEDS—SALE BY TENANT FOR LIFE—"CHARGES HAVING PRIORITY TO THE SETTLEMENT"—JOINTURE RENT-CHARGE AND PORTIONS CREATED BY PRIOR INSTRUMENTS—POWER OF TENANT FOR LIFE TO CONVEY FREE FROM JOINTURE AND PORTIONS—SETTLED LAND ACT, 1882 (45 & 46 VICT. c. 38), s. 20, SUB-SECTION 2.

This was a summons under the Vendor and Purchaser Act, 1874, and the Settled Land Acts, 1882 to 1890, by C. F. Massingberd Mundy, who was tenant for life of the Ormsby estate, asking that trustees for the purposes of the Settled Land Acts might be appointed of the compound settlement hereafter mentioned, and that it might be declared that a contract of sale into which he had entered relating to a part of the settled property was binding upon the jointress and portionists respectively under the said compound settlement, and that he could make a good title to the property without the concurrence of the jointress, portionists, and trustees of the respective terms. The history of the settlement was as follows: By a settlement of the 15th of March, 1861, the Ormsby estate was, in exercise of a power contained in a disentailing deed, appointed and conveyed to the use of C. J. H. Mundy during his life, with remainder to the use that in case Elizabeth Susan Mundy should survive C. J. H. Mundy and M. J. Massingberd (as happened) she should, after the decease of the survivor, receive the yearly rent-charge of £800 by way of jointure in bar of dower and subject thereto to the use of trustees for a term of 500 years to secure the said rent-charge, with remainder to a trustee for the term of 1,000 years to secure payment of portions up to £8,000 (which were subsequently raised), and subject thereto to the use of C. F. Mundy for life, with remainder to the use of his first and other sons successively in tail male. In 1863 C. J. H. Mundy assumed the surname of Massingberd Mundy. By a settlement of the 7th of August, 1865, made upon the marriage of the said C. F. M. Mundy (formerly C. F. Mundy) with Louisa Charlotte Bigge, C. F. M. Mundy in exercise of a power reserved to him by the above-mentioned settlement, appointed an

annual rent-charge of £500 to his said wife in case she survived him, and power was reserved to him to charge a sum of £8,000 for portions. The jointure and portions were secured by the terms of years therein mentioned. C. J. H. M. Mundy died on the 19th of February, 1882. By a disentailing assurance of the 28th of January, 1889, C. F. M. Mundy and C. D. M. Mundy, his eldest son, disentailed the Ormsby estate. By a settlement of the 30th of January, 1889, made in exercise of a general power of appointment in the last-mentioned disentailing assurance, C. F. M. Mundy and C. D. M. Mundy appointed the Ormsby estate to the use of C. F. M. Mundy during his life with remainders over. The life estate so limited was not expressed to be in restoration or continuation of any estate in C. F. M. Mundy. Elizabeth Susan M. Mundy died on the 1st of January, 1892. By a deed-poll of the 16th of July, 1897, C. F. M. Mundy, in exercise of the power reserved to him in the settlement of the 7th of August, 1865, appointed the sum of £8,000 as portions for his four younger children. On the 6th of August, 1897, C. F. M. Mundy entered into the contract of sale above referred to. At the present time two of C. J. H. M. Mundy's children were entitled to portions under the settlement of the 15th of March, 1861, Louisa C. M. Mundy was entitled to her jointure of £500, and four of the younger children of C. F. M. Mundy were entitled to portions under the settlement of the 7th of August, 1865. These were the jointress and portionists respectively who were referred to in the summons. Upon investigating the title the purchasers raised the objection that the vendor could not as tenant for life convey the property free from the said charges. It was contended on behalf of the vendor, the tenant for life, that he was tenant for life under the compound settlement constituted by the above-mentioned deeds, and that he could therefore sell the property free from the above-mentioned incumbrances by virtue of section 20, sub-section 2, of the Settled Land Act, 1882, and the case of *Re Marquis of Ailesbury and Lord Iveagh* (41 W. R. 644; 1893, 2 Ch. 345) was relied upon in support of that contention.

KIRKWITH, J., in giving judgment, said that there was a broad distinction between the present case and the case of *Marquis of Ailesbury v. Lord Iveagh*. In that case there was a restored or confirmed estate for life, while here there was a newly-created life estate. The settlement of 1889 was a new settlement and not part of the old settlement, and what was settled by it was an estate in fee subject to charges, and not an estate of which the charges formed a part, as was the case in the old settlement itself. That being so, his lordship sustained the purchaser's objection and held that the tenant for life could not sell under the Settled Land Act free from the charges.—COUNSEL, Martelli; Peck. SOLICITORS, Jull, Godfrey, & Danvers, for Thimbleby & Son, Spilley; John Hestall, for A. G. Fletcher, Donington.

[Reported by R. J. A. MORRISON, Barrister-at-Law.]

High Court—Queen's Bench Division.

LOGSDON v. HOLLAND. Div. Court. 25th May.

PUBLIC HEALTH—INFECTIOUS DISEASE—NOTIFICATION—COMMON LODGING-HOUSES ACT, 1851 (14 & 15 VICT. c. 28), s. 11.

Case stated by Mr. J. R. W. Bros, a metropolitan police magistrate. The appellant was charged, on the information of the respondent, for that on the 16th of October, 1897, he, being the registered keeper of a common lodging-house in London, did neglect to give immediate notice to the London County Council or some officer thereof of a person having been ill of fever or infectious or contagious disease in such common lodging-house, contrary to section 11 of the Common Lodging-houses Act, 1851. The facts were shortly as follows: The respondent was the registered keeper of a common lodging-house, and Breen acted as his deputy at the common lodging-house and had the care and management thereof. On the 14th of October, a son of Breen was taken ill at the common lodging-house and the same day was removed to a hospital, and on the 16th of October was brought back to the common lodging-house suffering from scarlet fever, and was afterwards removed to a fever hospital. Breen knew on the 16th of October that his son was ill of scarlet fever, but no notice was given to London County Council as required by section 11 of the Common Lodging-houses Act, 1851, until the 22nd of October, when notice was given by the deputy. There was no evidence that the fact of a person being ill of fever in the common lodging-house came to the personal knowledge of the respondent before the 23rd of October, 1897, and the magistrate found as a fact that he did not previously know of it before that date. The magistrate refused to convict upon the ground that the respondent could not give notice of what he did not know, and that there was no neglect of duty by him. It was argued on behalf of the appellant that the Act imposed an absolute duty on the keeper of the lodging-house, and that his want of knowledge was no defence. The respondent was not represented.

THE COURT (WILLS and CHANNELL, JJ.) allowed the appeal, holding that it was clear from section 11 and the succeeding sections that it was the duty of the keeper of a common lodging-house to see that notice of disease was given in accordance with the requirements of the Act. The respondent had failed to perform that duty, and was liable to a penalty; the case must go back to the magistrate with a direction to convict.—COUNSEL, *Horne & Atory*. SOLICITOR, W. A. Blackland.

[Reported by T. R. C. DILL, Barrister-at-Law.]

Re AN ARBITRATION BETWEEN THE GUARDIANS OF THE ROCHDALE UNION AND THE GUARDIANS OF THE HASLINGDEN UNION. Div. Court. 20th May.

LOCAL GOVERNMENT—AREA OF UNION ALTERED—SPECIAL CIRCUMSTANCES—

ADJUSTMENT BY ARBITRATION—LOCAL GOVERNMENT ACT, 1894 (56 & 57 VICT. c. 73), s. 68.

Special case stated in pursuance of section 7 of the Arbitration Act, 1889. The question raised was whether any adjustment was rendered necessary by reason of the transfer of an area in one union to another union. By an order of the county council of the county of Lancaster, dated the 24th of June, 1894, a portion of the new township of Bacup, which was formerly a part of the township of Spotland, was detached from the Rochdale Union, and the whole of Bacup was included in, and became part of, Haslingden Union, and it was provided that section 68 of the Local Government Act, 1894, should apply for the purposes of any adjustment which might be required in consequence of the provisions of such order, subject to the proviso that the arbitrator, in any adjustment between the Haslingden and Rochdale Unions, should have regard to the large amount of workhouse accommodation there provided by the Rochdale Union, and to all other special circumstances of such last-mentioned union. The guardians of the Rochdale Union subsequently desired that there should be an arbitration and an adjustment in respect of the financial relations between the two unions, altered by the transfer of a valuable area, and gave notice to the Haslingden Union that, by reason of the detachment of the part of the township of Bacup from their union, they had suffered a serious loss, and an adjustment by arbitration was demanded. At the arbitration the Rochdale guardians contended, *inter alia*, that the amount of the outstanding loans charged upon their common fund, the exceptional number of paupers requiring relief, the density of the population, the situation of the town of Rochdale, the accommodation of the union, and other matters compared with Spotland were matters in respect of which the arbitrator had power to award an adjustment between the two unions. The arbitrator decided that none of these matters were matters for adjustment, and he accordingly declined to receive evidence or to make an adjustment, and ordered that each party should pay their own costs of the arbitration. Counsel on behalf of the Rochdale Union submitted that there should be an adjustment—Bacup formerly extended into two unions. The county council had taken away a bit from one of them to alter a boundary. The workhouse remained in Rochdale. The orders making this change were made under the Local Government Acts, 1888 (c. 41) and 1894 (c. 73). There was a loan charged on the common fund and a considerable part of the paying area had been transferred. There should be an adjustment. Counsel for the Haslingden Union opposed any adjustment, and submitted that diminution of income through loss of rates was not one of the matters for adjustment within section 64 of the Local Government Act, 1894. He submitted that the case depended on the provisions of section 68 (1) of that Act, which directed that when any adjustment was required for the purpose of that Act or of any order, then if the adjustment was not made the authorities interested might make agreements for the purpose and thereby adjust any property, income, debts, liabilities, and expenses so far as affected by this Act or order. (2) The agreement might provide for the transfer of any property. (3) In default of any agreement such adjustment should be referred to arbitration, and the arbitrator should have power to make an award in any matter for which an agreement might have provided. From that section it was clear that adjustment did not mean compensation.

THE COURT decided in favour of the contention of the Rochdale Union. RIDLEY, J., said it was clear that an adjustment in this case was necessary; the loan required adjustment as did the workhouse, which was property. Equally would it require adjustment if it was nothing but a burden. If the Rochdale Union sought an adjustment solely on the ground of the exceptional number of their paupers compared with the comparative absence of pauperism in the transferred portion of the township of Spotland, the loss caused them by that transfer of area, and the increase of rates leviable to meet this deficit, probably an adjustment could not have been claimed. As it was not asked for on such grounds alone as loss of income and the like, these special circumstances must be taken into account when on the adjustment the question of the outstanding loan, the large amount of workhouse accommodation necessary for the Rochdale guardians to provide, and the present unfitness of the workhouse as it now was, came before the arbitrator. In his opinion the arbitrator ought to have received evidence, and the case would be remitted to him with an intimation of their opinion. It was no part of the duty of the court to go into details to assist the arbitrator as to the particular method of adjustment he should follow.

CHANNELL, J., concurred.—COUNSEL, Brynmor Jones and A. Glen, for the Rochdale Union; C. A. Russell, Q.C., and Macmurray, Q.C., for the Haslingden Union. SOLICITORS, Bower, Cotton, & Co., for Rochdale guardians; Robbins, Billing, & Co., for T. H. Townsend, Rawtenstall, for the Haslingden guardians.

[Reported by HARRISON REID, Barrister-at-Law.]

MAYOR OF BURY ST. EDMUNDS v. WEST SUFFOLK COUNTY COUNCIL. Div. Court. 20th May.

LOCAL GOVERNMENT—COUNTY COUNCIL—QUARTER SESSIONAL BOROUGH HAVING POPULATION OVER 10,000—LIABILITY TO CONTRIBUTE TO THE COSTS OF CERTAIN BRIDGES ONLY—NEW COUNTY BRIDGES—MUNICIPAL CORPORATIONS ACT, 1882 (45 & 46 VICT. c. 50), s. 119—LOCAL GOVERNMENT ACT, 1888 (51 & 52 VICT. c. 41), ss. 6, 35.

Special case. The question for the decision of the court was whether the Corporation of Bury St. Edmunds, which is a quarter sessions borough with a population of over 10,000, was liable to contribute towards the costs of county bridges which had become county bridges since the passing of the Local Government Act, 1888. The special case followed the terms of the endorsement on the writ of summons in the action which

was brought by the Corporation of Bury St. Edmunds against the respondents. The writ was endorsed thus: "The plaintiffs' claim is for a declaration that the plaintiffs are not liable to contribute rateably to the cost of erecting, maintaining, or repairing new county bridges." The facts, as stated in the case which gave rise to the action, were shortly the following: The population of the quarter sessions borough of Bury St. Edmunds exceeds 10,000. There are bridges in the borough which it is bound to maintain. At the date of the passing of the Local Government Act, 1888, there were certain bridges in the county of West Suffolk which the respondents were legally bound to repair, and as to these no claim has been made upon the appellants. There were other bridges that since 1888 have become county bridges, of these Glemsford Fernhill Bridge was one, and it was taken over as a county bridge by the respondents under section 22 of the Highways and Locomotives (Amendment) Act, 1878. All the other bridges were, except one, purchased, taken over, or erected by the respondents under powers conferred upon them by section 6 of the Local Government Act, 1888, and the appellants have been assessed according to their county basis, and have contributed £137 13s. as their rateable proportion of £1,570 so expended. By section 6 of the Act of 1888 the county council shall have power to purchase or take over existing bridges not at the time county bridges and to erect new bridges and to maintain, repair, and improve any bridges so purchased, taken over, or erected, and by section 35 in the case of a quarter sessions borough with a population of 10,000 or upwards the following provisions shall apply: (2) Where such borough is at the passing of this Act exempt in whole or part from contributing towards costs incurred for any purpose for which the quarter sessions of the county in which the borough is situated are authorized to incur costs the parishes in the borough shall not, save as in this Act expressly mentioned, be assessed by the county council to the county contributions in respect of costs incurred for any such purpose. Counsel on behalf of the appellants said that they as the borough authorities sought to recover £137 13s., which they had paid to the county rate as their rateable proportion claimed from them by the respondents towards the cost of maintaining county bridges. They had gone on paying this rate since the passing of the Local Government Act, 1888, and they believed that under section 35 (2) of the Act they were not liable to contribute except towards the maintenance of bridges within the borough which they had always done. They therefore asked for the return of the money they had paid and for a declaration that they were not liable to contribute rateably to the county towards the maintaining and repairing of bridges outside their borough. For the respondents counsel submitted that the contributions had been rightly enforced. The borough was well represented on the county council, and therefore no injustice would be inflicted. The corporation could not recover more than six months' contribution before the date of the commencement of the action, and as no payments had been made in that period no money would in any case be returnable. The importance, therefore, of the question rested on what might be their future liability.

THE COURT decided in favour of the appellants.

RDLEY, J., said the question arose on the construction of section 35 of the Local Government Act, 1888. The policy of the Act was that a quarter sessions borough with a population exceeding 10,000 should keep up its own bridges at its own expense, and where it was not liable before should not become liable to be rated for the county bridges outside the borough. The declaration asked for would be made, but without costs.

CHANNELL, J., pointed out that the construction of section 35 (2) depended upon the meaning to be given to the word "purpose." It was a very general word and must be so interpreted. Speaking generally those boroughs that had to pay for their own bridges did not pay for the county bridges before the passing of the Act of 1888. That Act merely gave an enlarged power to the county council of incurring costs in respect of a purpose for which the quarter sessions previously to its passing had power to incur costs. He concurred in the granting of the declaration as asked without costs, and as it appeared that no payment had been made within six months of the commencement of the action none of the payments made could be recovered.—COUNSEL, William Graham; Wills, Solicitors, Egar, Robins, & Clark, for C. E. Salmon, Bury St. Edmunds; White, Barrett, & Co., for A. Townshend Cobbold, Ipswich.

[Reported by ESKINE REID, Barrister-at-Law.]

In the Matter of AN ARBITRATION BETWEEN GEORGE AND THE GOLDSMITHS AND GENERAL BURGLARY INSURANCE ASSOCIATION (LIM.). Div. Court. 20th May.

INSURANCE—BURGLARY AND HOUSEBREAKING—"THEFT FOLLOWING UPON ACTUAL FORCIBLE AND VIOLENT ENTRY"—ENTRY BY TURNING HANDLE OF DOOR.

This was a motion for judgment on an award in an arbitration, stated as a special case. On the 24th of December, 1891, the plaintiff George effected a policy of insurance of his stock-in-trade and jewellery, situate at his shop and premises known as 78, Strand, London, W.C., with the company against loss or damage by burglary and housebreaking, as defined in the policy. The policy provided that the assured should be paid the value of any of the property insured which should be "lost by theft following upon actual forcible and violent entry upon the premises." On the 12th of March, 1897, the policy being then in force, the front door of the shop was, at 8.30 a.m., shut, but neither locked or bolted, and access to the shop could be gained by turning the handle of the door. Soon after 8.30 a.m., in the temporary absence of the porter, who was moving the shutters to the rear of the premises, one or more persons opened the front door, entered the shop unobserved, and stole, took, and carried away certain jewellery which was then in the shop. The question for the opinion of the court was whether the insured had sustained a loss of the

said jewellery by theft following upon actual forcible and violent entry upon the premises within the meaning of the policy.

THE COURT (WILLS and KENNEDY, JJ.) gave judgment for the plaintiff. WILLS, J., said that, broadly speaking, the policy was one against burglary and housebreaking. The policy, however, avoided a technical description of those terms. The policy did not contain the word "breaking," which was an essential part of the legal definition of burglary and housebreaking; for that word there was substituted a "forcible and violent entry," and instead of saying "for the purpose of committing a felony therein," the policy said "loss by theft" following the entry. Then there was a qualification of burglary in its strict legal sense by the use of the word "actual" which got rid of a constructive burglary. In his lordship's opinion the words "forcible and violent entry" in the policy meant nothing more than such an entry as was part of the offence of housebreaking or burglary. The use of the word "violent" really made no difference, for violence was only a synonym for physical force. It could not be supposed that it was intended that any particular degree of violence should be necessary, for, if so, an entry by pushing back a catch or by lifting a window, in which case the violence would be of a most trivial description, would not be within the policy. That could not have been intended. The clause in the policy was in effect a somewhat inartistic definition of burglary and housebreaking, with important qualifications which were sufficient to explain why the parties had resorted to a definition of their own, instead of leaving the words to be interpreted in their strict legal sense.

KENNEDY, J., concurred.—COUNSEL, Joseph Walton, Q.C., and A. T. Lawrence, Q.C.; Bucknill, Q.C., and Attenborough. SOLICITORS, Stanley Attenborough; Attenborough & Son.

[Reported by F. O. ROBINSON, Barrister-at-Law.]

THE MAYOR, &c., OF MANSFIELD v. BUTTERWORTH. Div. Court. 19th May.

LOCAL AUTHORITY—STREET IMPROVEMENT—OBJECTIONS ON GROUND OF INSUFFICIENCY AND UNREASONABLENESS—PRIVATE STREET WORKS ACT, 1892 (55 & 56 VICT. c. 57), s. 7 (d).

This was a case stated by the justices of the Mansfield Division of Nottingham. The appellants were the Corporation of Mansfield, for which borough they are the urban sanitary authority. The respondent was the agent of a charity called "Bellamy's Charity." This charity owned certain land having a frontage of about 200 yards in Quarry-lane, in the borough of Mansfield. In October, 1896, the appellants resolved under section 6, sub-section 1, of the Private Street Works Act, 1892, to do certain works in part of Quarry-lane, which was a "street" within the meaning of that Act and also the Public Health Acts. A specification of such works with plans, and an estimate of the cost, and a provisional apportionment of the estimated expenses among the premises liable to be charged therewith was prepared by the surveyor and submitted to the appellants, who by resolution approved the same. Due notice was served on the respondent, who, in pursuance of section 7 of the said Act, served the appellants with an objection to the proposed works on the grounds contained in section 7 (d), which are: "That the proposed works are insufficient or unreasonable, or that the estimated expenses are excessive." In accordance with the provisions of section 8 of the same Act the objections were heard and determined by a court of summary jurisdiction. It appeared that the traffic through Quarry-lane had greatly increased of late. The road had never been properly paved and drained, nor was it lighted. There was no sewer for the draining of houses in the vicinity. The average width of the street where the proposed works were to be done was about 16ft., and for several yards opposite the respondent's land only 12ft. In support of the objections it was contended that inasmuch as it was not part of the plan of the appellants' proposed works that Quarry-lane should be widened opposite any part of the land of the said trustees, but that the said works should be executed whilst still retaining Quarry-lane at its present width such proposed works would be insufficient and unreasonable, having regard to the requirements of vehicular traffic as existing at the present time as well as the probable requirements of such vehicular traffic in future, and that the insufficiency and unreasonableness meant by the statute had reference to the probable requirements of present vehicular traffic. For the appellants it was contended that the proposed works were not insufficient or unreasonable within the meaning of section 7 of the Act on the ground that the street ought to be widened before any works were done, and that the insufficiency and unreasonableness meant by the statute must be in respect of the nature and character of the proposed works, having regard to the present condition of the street and the traffic over it. The justices found that the proposed works were insufficient and unreasonable on the ground that the existing width of 12ft. of the road was insufficient for a highway, and that such works ought not to be done unless and until the road was made wider, and that the proposed works involved the retention of the present width. The question for the court was whether the justices could find, on the grounds above stated, that the proposed works were insufficient and unreasonable within the meaning of section 7 (d) of the Act.

THE COURT (WILLS and KENNEDY, JJ.) allowed the appeal.

WILLS, J., in giving judgment, said the question was one of some difficulty. The Act provided that the local authority might in certain cases resolve that certain works should be done to the roadways. Plans were then to be drawn out and the local authority were then to pass a resolution approving them. Provision was made for the lodging of objections to the works by persons who would be affected by them. The objections that could be made were specified in section 7, and they were to be heard before a court of summary jurisdiction. The Act gave the justices power, where an objection succeeded, to quash "the resolution." Looking at the fact that under section 7 there was a large class of objec-

tions relating to plans, specifications, &c., it cannot be doubted that the jurisdiction to quash the resolution relates to the resolution approving the plans and specifications. In the present case the objection was under sub-section (d) of section 7 and was that the proposed works were insufficient and unreasonable. That related to the works as specified in the plans. That must be the true construction of the clause. It was not intended to interfere with the jurisdiction of the local authority to deal with the works as a whole but merely as regards the sufficiency and reasonableness of the mode of carrying out the works. The expression "insufficient" points only to a comparison between the work proposed to be done and the proposed manner of carrying out such work. The expression "unreasonable" was much wider. It gave the justices power to consider whether the works as a whole were a reasonable thing to be done (*Sheffield Corporation v. Anderson*, 64 L. J. M. C. 44). The magistrates, however, in this case had not decided anything of the kind. They appeared to have thought that it would be well to have the street made wider, and that by withholding their approval of the scheme to compel the corporation to widen the street. In deciding that the work was insufficient it was clear that they were thinking of the insufficiency of the scheme as a whole. That was a matter they could not consider. They had found that the work was unreasonable because they thought that the street ought to be widened. They had applied the wrong principle to this case. Their order would therefore be quashed and the appeal allowed.

KENNEDY, J., delivered judgment to the same effect. Appeal allowed. —COUNSEL, *W. Appleton; J. Chester. SOLICITORS, Torr & Co., for John Harrop White, Mansfield; J. & R. Gole, for Fashley & Hodgkinson, Rotherham.*

[Reported by E. G. STILLWELL, Barrister-at-Law.]

DAVEY & CO. v. WILLIAMSON & SONS; RICHARDS, Claimant. Div. Court. 31st March and 14th May.

COMPANY—DEBENTURE-HOLDERS—FLOATING SECURITY—EXECUTION CREDITOR—SHERIFF—PRIORITY.

This was an appeal by the claimant from the decision of his Honour Judge Paterson on an interpleader issue in which the question was whether the rights of the claimant, claiming for himself and the other debenture-holders of the defendant company (the judgment debtors), to certain goods seized under a writ of *fi. fa.* by the sheriff prevailed over the rights of the plaintiffs, who were the execution creditors. The learned judge held that they did not on the ground (1) that the rights of the debenture-holders had not become "crystallized," the debentures not having become due and no receiver for the debenture-holders having been appointed; and (2) that seizure of the company's goods under execution was a dealing with such goods in the ordinary course of business and did not contravene any rights of the debenture-holders, whose securities were subject to the risk of such seizure. The company in 1894 issued 23,000 first mortgage debentures in sixty debentures of £50 each, and six of these were held by Richards, the claimant. They were payable on the 31st of December, 1898, or on such earlier date as the principal moneys thereby secured should become payable in accordance with the conditions endorsed thereon. Amongst such conditions were the following: "The principal moneys hereby secured shall become payable immediately on the happening of any of the events hereinafter specified, and also all right of the company to deal for any purpose whatsoever with any of the property shall forthwith cease on the happening of any such event." Among such events were these: "If an order is made or an effective resolution is passed for winding up the company." "Whenever the trustee of the within-mentioned trust deed shall have entered upon the mortgaged premises comprised in the trust deed, or appointed a receiver or receivers under the provisions therein contained." It was also provided that the debentures should be a floating security and that the company should not before payment of such debentures create any charge to the prejudice of the holders without their sanction, and that no part of the property subject to the floating security of such debentures should be dealt with except in the ordinary course of the business of the company. It was further provided that the holders should be entitled to the benefits of and be subject to the conditions of the said trust deed. This trust deed vested in a trustee for the benefit of the debenture-holders the leasehold property and the uncalled capital of the company, and gave to such trustee the right to call upon the company to vest in him all other property of the company, including the goodwill of its business but excluding any chattels within the meaning of the Bills of Sale Act, but the company was left free until the trustee or debenture-holders took action on the happening of certain events (one of which was "if any execution, sequestration, extent, or other process of any court or authority is sued out against the property of the company for any sum whatsoever" when the moneys secured by the debentures would become payable) to carry on the business and deal with the assets of the company in the ordinary course of business. The company got into financial difficulties and the plaintiffs obtained judgment against them for £11 17s. 9d., and a writ of *fi. fa.* was issued under which the sheriff seized certain goods in the possession of the company which were charged by the debentures. The claimant then, for himself and the other debenture-holders, claimed the goods as theirs under the debenture securities. The sheriff thereupon interpleaded and the goods seized were not sold. The due date of the debentures had not arrived, and no winding-up resolution had been passed or receiver appointed. The question thereupon arose, did the rights of the debenture-holders prevail against those of the execution creditor?

THE COURT (LORD RUSSELL OF KILLOWEN, C.J., and MATHEW, J.) took time to consider their judgment.

May 14.—LORD RUSSELL OF KILLOWEN, C.J., read the judgment of the

court allowing the appeal. In the course of the judgment his lordship said the court could not assent to the view of the county court judge that a seizure under an execution on a judgment against the company was a dealing by the company in the ordinary course of business within the condition endorsed on the debentures so as to be within the authority given to the company by the terms of the debentures. It was not in the ordinary course of business that the debts of a going business firm or company should be liquidated by seizure of their assets under legal process. The transaction could not properly be called a dealing by the company at all. It was a compulsory legal process directed against the company, not a dealing by them. The second ground upon which the county court judge had proceeded was that the rights of the debenture-holders had not crystallized, in other words, that the moneys secured by the debentures had not become payable. Although that was so, the security constituted by the trust deed had become enforceable by reason of the fact that an execution had been sued out against the company. Apart from that the sheriff could only realize the judgment against the goods of the judgment debtor. Here the goods were charged with the payment of the amount of the debentures. The rights of the execution creditor were subject not only to the legal, but also to the equitable rights of the debenture-holders. The sheriff could not merely by seizing affect the rights of third persons to which property was subject when in the hands of the debtor. It followed therefore that there was no interest of the judgment debtor in the property seized available to satisfy the judgment debt, nor was the debenture-holder prevented from asserting his charge upon the property in the circumstances of the case. The court knew of no case in which in such circumstances as the present the rights of the execution creditor had prevailed over those of the debenture-holders. This reasoning was fully supported by the authorities: see *Re Standard Manufacturing Co.* (39 W. R. 369; 1891, 1 Ch. D. 627), in which case the rights of the debenture-holders had not crystallized; see also *Re Opera (Limited)* (1891, 3 Ch. D. 260). Appeal allowed.—COUNSEL, *H. Reed, Q.C., and Canon; Macaskie and S. Mayer. SOLICITORS, W. B. Glazier; McKenna & Co.*

[Reported by E. G. STILLWELL, Barrister-at-Law.]

LAW SOCIETIES.

INCORPORATED LAW SOCIETY.

Attendances of members of the Council from the 10th of April, 1897, to the 15th of April, 1898:

	Coun- cil.	Com- mittees.	Total.		Coun- cil.	Com- mittees.	Total.
Mr. Addison	30	72	102	Mr. Rowcoe	33	49	82
" Attklee	26	24	50	" Saunders	9	—	9
" Barker	33	100	133	" Vassall	6	—	6
" Beale	21	12	33	" Walters	29	42	71
" Blyth	34	55	89	" Wightman	2	1	3
" Bristol	23	27	50	" Williams	32	35	67
" Budd	18	33	51	" Wing	2	5	7
" Cunliffe	23	36	59	" Winterbotham	29	13	42
" Ellett	16	38	54	" Atkinson	19	26	45
" Fladgate	19	27	46	" Birch	1	1	2
The Right Hon. Sir				" Daniel	4	1	5
H. H. Fowler	4	—	4	" Gregory	1	—	1
Mr. Godden	33	161	194	" Hill	2	1	3
" W. H. Gray	29	25	54	" Lord	3	1	4
" Gray Hill	14	10	24	" Moore	1	1	2
" Heels	3	12	15	" Russell	2	—	2
" Hollams	26	7	33	" Sewell	18	9	27
" Howlett	19	10	29	" Woods	2	1	3
" Hunter	23	35	58	" Esm	3	—	3
" Janson	9	3	12	" Fox	—	—	—
" Keen	30	49	79	" Godlee	—	—	—
" Lake	31	81	112	" Harris	1	—	1
" Lawrence	11	6	17	" Keith	—	—	—
" Leman	7	12	19	" Lawrance, Jno.	—	—	—
" Manisty	23	29	52	" Mather	1	—	1
" Margetts	21	10	40	" Peele	1	—	1
" Marshall	1	2	3	" Winch	6	—	6
" Milne	3	—	3	" Winterbotham,			
" Morrell	10	5	15	J. B.	—	—	—
" Munton	29	54	83				
Sir Thomas Paine	31	32	63				
Mr. Pennington	33	118	151				
" Rawle	27	40	67				
Sir A. K. Rolit, M.P.	6	—	6				

* Retired in July, 1897.

† Died in June, 1897.

‡ Elected October, 1897.

§ Retired in October, 1897.

INCORPORATED LAW SOCIETY.

NOTICE.

The annual general meeting of the members of this society will be held on Friday, the 15th of July next, at 2 p.m. precisely, for the election of a president and vice-president of the society; of twelve members of the Council, in place of ten members who go out of office in rotation, and of Mr. James Curtis Leman and Mr. Nathaniel Tertius Lawrence, deceased; of three auditors; and for other purposes of the society.

The following are the names of the members of the Council who go out of office by rotation, and, so far as is known, all of them, with the exception of Sir Thomas Paine and Mr. F. H. Janson will be nominated for

re-election: Mr. William Godden, Mr. F. H. Janson, Mr. G. Keen, Sir Thomas Paine, Mr. B. Pennington, Sir A. K. Rolitt, Mr. W. M. Walters, Mr. W. Williams, Mr. A. Wightman, Mr. W. H. Winterbotham.

By order,

E. W. WILLIAMSON, Secretary.

THE UNITED LAW CLERKS' SOCIETY.

The annual dinner of this society was held at the Holborn Restaurant on Monday last. Among others present were Mr. Rentoul, Q.C., M.P., Mr. English Harrison, Q.C., Mr. FitzGerald, Q.C., Sir George Lewis, Mr. J. Skewes-Cox, M.P., Mr. J. Hollams, Mr. Upjohn, Q.C., Mr. Baggallay, Q.C., Mr. C. A. Russell, Q.C., Mr. T. T. Bucknill, Q.C., M.P., Mr. C. F. Button (chairman of the society), and Mr. W. May (secretary).

Mr. Justice BROMHAM, who presided, in proposing the chief toast, said that the society had distributed since its establishment in 1832, in relief of sickness, old age, and death, no less than £130,000. The institution was something more than a charity. Its committee of management was composed almost exclusively of the clerks themselves, and, though it was not entirely a charity, it deserved the sympathy of all who took an interest in the great profession to which they belonged. He bore testimony to the high character, capacity, and sense of duty of barristers' and solicitors' clerks. The objects of the society were such as ought to command great sympathy, and he urged that, considering the largeness of the profession, it ought to have a great increase of members and subscribers. He appealed on behalf of the society for generous support from all members of the profession.

Mr. CLAUDE BAGGALLAY, Q.C., proposed "The Bench, the Bar, and the Profession," Mr. ENGLISH HARRISON, Q.C., responding.

"The Chairman" was proposed by Mr. PICKFORD, Q.C.

During the evening it was announced that subscriptions had been promised amounting to £500.

LAW ASSOCIATION.

ANNUAL GENERAL MEETING.

The eighty-first annual general meeting of the Law Association was held on Thursday at the Incorporated Law Society's Hall, Mr. CHARLES BUAR (vice-president) taking the chair.

The report stated that the funded property of the association now consists of £33,807. The total receipts for the year were £1,972 16s. 2d. The directors had distributed £745 amongst sixteen members' cases and £225 amongst seventeen non-members' cases, making the total relief granted £1,000. £519 8s. 3d. consols had been purchased and added to the £22,480 11s. 9d. previously held, and there remained a cash balance in hand of £759 4s. 2d. towards the expenditure of the current year. With deep regret the directors had to report the deaths during the year of the several members, amongst them Mr. Horatio Brandon, who was at the time of his decease, chairman of the board of directors. The directors had gratefully to acknowledge the receipt of a legacy of £105 from Mr. Brandon's executors and a donation of £79 from Mr. Robert Josiah Pead, the chairman of the board, making, with a previous donation, £100. They had also the satisfaction to report the accession of 100 new members during the year, of whom seventy-five were annual subscribers and twenty-five life members. There was, however, still considerable leeway to be made up before the diminution in income caused by the reduction of the annual subscription from £2 2s. to £1 1s., and the directors accordingly ventured once again to urge upon members the importance of using their personal influence to add still further to the number of subscribers, so that the assistance hitherto afforded to their less fortunate professional brethren and their families through the medium of the association might be continued in the future and the benefits of the institution more widely extended.

The CHAIRMAN said he met those present with great pleasure upon this occasion. Last year some important and special matters were brought before the meeting, the chief of which was then discussed and settled before the reduction of the annual subscriptions of members from £2 2s. to £1 1s. It was expected that at all events at first the association would lose some portion of its income owing to the reduction of the subscription, but he was glad to state that the change had not turned out badly. The association had obtained 100 new members during the last year, and although the old members, who, if they pleased, might pay only £1 1s. a year, had for the most part continued their former contributions, and to pay their £2 2s. annually, as, indeed, he had expected. Thirty of the old members had continued to pay £2 2s., whilst eighty had paid £1 1s., as they were entitled to do. In respect of the 100 new members, seventy-five were annual and twenty-five life members. The result of the alteration had been that the association had lost eighty guineas by the reduction, and had received one hundred guineas in respect of new members, therefore it was not at present out of pocket on that account. The receipts for the first year had been £1,263 16s. 2d., while the receipts for last year were £442 4s. 2d., and the total receipts, including dividends, amounted to £1,548 16s. 7d. last year, as against £1,972 16s. 2d. for this year—an increase of £424. Of that sum £189 5s. consisted of a legacy and a special donation, Mr. Brandon's legacy of £100 and a donation of £79 from the chairman of the board, making, with the previous contribution he had given, £100. The disbursements for the year had been £100 less than in the former year. In respect of members' cases, the association had distributed £745 against £845 for the previous year, and £255 had been distributed in non-members' cases against £260, making a total of £1,000 as against £1,105 in the previous year. Four annuitants had died during the year, their allowance being altogether £155 a year. The balance in 1897 was £620 against £759 4s. 2d. for the present year; therefore, from a financial

point of view, they ought to be satisfied that the association was in a proper position. He was not altogether satisfied with the amount which had been given away. He would have been glad if further applications had been made or that the association could properly have given away even a larger sum than £1,000. But that sum had had a very beneficial influence upon those who had received it, and the directors had given £5 as a bonus to each annuitant on account of its being the Jubilee year. After referring to the loss by death of Mr. H. Brandon, Mr. T. P. Dixon, Mr. J. Ingram, and Mr. N. T. Lawrence, and of Mr. Spencer Whitehead as a member of the board owing to his appointment to a mastership of the High Court, he said that the step taken last year in reducing the annual subscription with a view to getting the younger members of the profession especially to join the association was the right one, and had proved successful. But he would not be content until there were 200 new members. One hundred new members had joined the association during the year, and he thought that if due efforts were used another hundred might be gained during the present year. There were a great number of solicitors who even now did not know that there was such an institution in existence as the Law Association for the benefit of widows and others connected with the families of solicitors practising in the metropolis, and he hoped the members would do their best to increase the membership. The investments were of the very best possible character, and there had been added to them during the year £519 8s. 3d. consols, making altogether £23,000 consols, the present value of which was £27,472 10s. What was wanted was more members to take an interest in the association and to bring before it all cases calling for its help.

Mr. R. J. PEAD (chairman of the board) moved the adoption of the report. He said that although there had been no actual loss at present by the reduction of the annual subscription he was afraid that they would discover that presently there would be a falling off in the amount of the receipts. Therefore he urged upon those present, especially the new members, to do their utmost to bring in new annual subscribers. He would not be satisfied until the receipts had equalled the former income, and there must be a large increase of annual subscribers to bring this about. He pointed out that the subscription was not a penny a day. Gratifying as it was to have the large reserve, he thought it was not desirable that the should be maintained or added to at the expense of relieving the sick and needy. They would all be glad to see the benefits of the association extended, and that within proper limitations the whole of the income for the year should be distributed. He thought there was a very successful future before the association.

Mr. SIDNEY SMITH seconded the motion, which was agreed to.

Sir Richard Webster was re-elected president; Mr. Charles Burt, vice-president; and Mr. R. J. Pead, chairman of the board. The retiring directors were also re-elected with the addition of Mr. E. T. H. Brandon and Mr. S. N. Hargrove to the vacancies, and Mr. R. Hewlett and Mr. H. J. Calley were re-elected auditors.

On the motion that the sum of £300, instead of £250 as last year, should be placed at the disposal of the directors for the relief of the cases of non-members,

Mr. A. TOOVEY observed that some years ago the question has arisen as to how far the association was a purely charitable institution, or how far it was a mutual benefit society. There was a difference of opinion in the association in this respect. The society was composed of solicitors practising in the metropolis, and the fact that only 196 were annual subscribers out of the many thousands was one which he could not lose sight of, and which every right-minded man ought to protest against. He thought that the men who subscribed to the association were entitled to a great deal more consideration than were those who either from want of thrift or want of thought had not made such a sacrifice. There had been an awakening on the board of late years as to the desirability of making some increase in the amounts given to members, and he thought they were entitled to more sympathy than were non-members. For the first few years of the association no grants were made to non-members, subsequently £100 was voted, and the amount had varied considerably; it had been as high as £350 and as low as £45. During the last five years the average had been £211. The immediate result of the reduction of the annual subscription was a deficiency of £54 12s., whilst there was an increase of seventy-five new members. These constituted a source of liability or responsibility to the association, and he did not think that £1 1s. was anything more than a fair payment to cover the liability. If misfortune should overtake any of the old members they would feel that, having paid £2 2s. subscription, they would be entitled to greater consideration and to a larger grant than would the newer members. He considered the time inopportune for increasing the amount to be disbursed amongst non-members.

The CHAIRMAN said he did not take the somewhat pessimistic view adopted by Mr. Toovey. There were 310 members, and if the funds were now divided each member would have £150. Therefore he did not think they should haggle over £50.

The motion was adopted.

Mr. TOOVEY asked whether any step had been taken to obtain a recognition of the association in the administration of the Victoria Pension Fund raised by the Incorporated Law Society, and if so what was the result?

The CHAIRMAN replied that no action had been taken by the board in the matter. He pointed out that the fund had been collected for the benefit of solicitors in England and Wales, and that as the sphere of operations of the Solicitors' Benevolent Association extended over the provinces, while the Law Association was confined to London, he thought there was no reason for the board to seek to have a voice in the administration of the fund.

A vote of thanks to the chairman, moved by Mr. LOVELL and seconded by Mr. CALLEY, terminated the proceedings.

LAW STUDENTS' JOURNAL.

THE INCORPORATED LAW SOCIETY.

HONOURS EXAMINATION.

April, 1898.

At the examination for honours of candidates for admission on the roll of solicitors of the Supreme Court, the examination committee recommended the following as being entitled to honorary distinction:

FIRST CLASS.

[In Order of Merit.]

ALEXANDER THOMAS MILLER, who served his clerkship with Messrs. Miller & Williamson, of Liverpool.

REGINALD HERBERT PENLEY, B.A. (Camb.), who served his clerkship with Mr. James Gordon Wenden, of the firm of Messrs. Vizard, Wenden, & Son, of Dursley; and with Messrs. Crowders & Vizard, of London.

HARRY LEOPOLD FIRTH BERRY, who served his clerkship with Mr. William Warburton, of Manchester.

SECOND CLASS.

[In Alphabetical Order.]

Theophilus Hamilton Bevan, who served his clerkship with Mr. Charles William Slater, of Swansea; and with Mr. John Thomas Lewis, of London.

Frank Dawes, who served his clerkship with Mr. Thomas Richard Bonser, of Oldbury.

Alfred Herbert Hall, who served his clerkship with Mr. Thomas Dunn Marshall, of South Shields.

Gibson Warwick Finlay Hamilton, who served his clerkship with Mr. John Messer Bennetts, of Truro.

Daniel Johnston Mason, who served his clerkship with Mr. Peter de Eggesfield Collin, of the firm of Messrs. Collin & Turney, of Maryport; and with Mr. George Augustus Lightfoot, of the firm of Messrs. Donald, Ostell, & Lightfoot, of Carlisle; and of Messrs. Lightfoot & Lightfoot, of Maryport.

Edward Alexander Pope, who served his clerkship with Mr. Henry Argent Simmons, of Bath; and Mr. Frederick Woolbert, of London.

Edmund Spencer, who served his clerkship with Messrs. Miller & Williamson, of Liverpool.

THIRD CLASS.

[In Alphabetical Order.]

Alfred John Adams, who served his clerkship with Mr. Henry Cecil Geare, of London.

Harold Barker, who served clerkship with Mr. James Moxon, of Pontefract.

Rowland Henry Berkeley, who served his clerkship with Mr. Albert Saunders and Mr. Graham Stokes, of London.

Frederick William Green, who served his clerkship with Mr. William Cooke Kettle, of Wolverhampton.

Eugene Guye, LL.B. (Lond.), who served his clerkship with Mr. Charles Hulbert, of the firm of Messrs. Eardley-Holt, Hulbert, & Hubbard, of London.

Oswald Hesketh Hanson, B.A. (Camb.), who served his clerkship with Mr. George Kyme Wright, of London.

Alfred Allan Ironside, who served his clerkship with Mr. Lealie Antill, of the firm of Messrs. Leslie Antill & Arnold, of London.

Walter Daniel Stansfield, who served his clerkship with Mr. J. D. Higson and Mr. John James Rawthorn, of the firm of Messrs. Rawthorn, Ambler, & Booth, of Preston.

Alfred Miles Taylor, who served his clerkship with Messrs. F. & H. Taylor, of Bakewell.

The Council of the Incorporated Law Society accordingly give Class Certificates and award the following Prizes of Books:

To Mr. Miller—Prize of the Honourable Society of Clement's Inn—value about £10; and the Daniel Reardon Prize—value about 20 guineas.

To Mr. Penley, B.A. (Camb.)—The Prize of the Honourable Society of Clifford's Inn—value 10 guineas.

To Mr. Berry—The Prize of the Honourable Society of New Inn—value 5 guineas.

To Mr. John Henry Latham Brewer, who served his articles with Mr. John Brewer, of Barnetaple, and Messrs. Vanderboom & Co., of London—"The John Mackrell Prize"—value about £12.

The Council give Class Certificates to the candidates in the second and third classes.

Sixty-four candidates gave notice for the examination.

LEGAL NEWS.

OBITUARY.

Mr. FREDERICK MEADOWS WHITE, Q.C., died on Saturday last. He was educated at Oxford, and became a fellow of Magdalen College. He was called to the bar in 1853, and acquired an extensive practice. He took silk in 1877. For many years he was Recorder of Canterbury. In 1893 he was appointed judge of county courts for the Clerkenwell circuit, but was compelled by ill-health to resign the post.

The Right Hon. SPENCER HORATIO WALPOLE died at Ealing on Sunday last at the age of nearly ninety-two. He was a great-grandson of Sir Robert Walpole, and his mother was a daughter of the second Earl of Egmont. He was educated at Eton and Trinity College, Cambridge, and was called to the bar in 1831. He practised in the Court of Chancery with considerable success, and was made a Queen's Counsel in 1846. In the same year he was returned to Parliament as member for Midhurst; and in 1856, on the death of Mr. Goulburn, he was returned for Cambridge University, and held this seat until 1882. He was three times Home Secretary.

APPOINTMENTS.

Mr. ARMOND DRIMMIE MALCOLM, Q.C., Chief Justice of the Bahama Islands, has received the honour of Knighthood.

The Hon. HAMILTON CUFFE, C.B., barrister, Solicitor to the Treasury, has been appointed a K.C.B.

Mr. KENNELM DIGNY, barrister, Under-Secretary of State, Home Office, has been appointed a K.C.B.

Mr. KENNETH MUIR MACKENZIE, C.B., Q.C., Clerk of the Crown, has been appointed a K.C.B.

Mr. EDWARD LEIGH PENBERTON, C.B., barrister, has been appointed a K.C.B.

Mr. JOHN MACDONELL, Esq., LL.D., a Master of the Supreme Court of Judicature, has been appointed a C.B.

Mr. CLAUD FRASER, solicitor, of the firm of Messrs. Clapham, Fitch, & Co., of 15, Devonshire-square, Bishopsgate, London, has been appointed a Commissioner for Oaths. Mr. Fraser was admitted in December, 1884.

INFORMATION WANTED.

JANE WEBSTER, deceased.—Should any person have in their possession a will of the late Mrs. Jane Webster, who died at Norwood-road, S.E., on the 28th of April, 1898, and they will communicate with us, a reward will be paid for their trouble.—Hubbard, Son, & Eve, 110, Cannon-street, E.C., solicitors.

GENERAL.

Mr. Justice Stirling completed twelve years' service on the bench on the 20th inst., having been appointed a judge of the Chancery Division on the 20th of May, 1886, in succession to Mr. Justice Pearson.

The late Mr. Spencer Horatio Walpole, Q.C., was senior Queen's Counsel. He received his patent on the 2nd of July, 1846. The senior Queen's Counsel is now Lord Grimthorpe, who received that rank in 1854.

The sittings of the Railway and Canal Commissioners for the hearing of cases in June and July will commence on the following dates: Tuesday, June 7 (Dublin); Tuesday, July 5 (Edinburgh); Thursday, July 21 (London).

At the ball given by the treasurer and benchers of the Middle Temple in their hall over 400 of the members and their friends were present. The fine old hall and approaches were tastefully decorated with flowers, and the entire resources of the building were made available for the comfort of the visitors. The band of the Coldstream Guards was in attendance and played in the Minstrels' Gallery.

A detective officer with an interesting record, says the *Globe*, retires from Scotland Yard in the person of Chief Inspector Marshall. He joined the Metropolitan Police Force in 1869, and rose rapidly in the service. Among the notorious cases in which he was engaged may be mentioned that of Mrs. Gordon Ballie and the Dyson-Bartlett case, and to him belongs the credit of having unravelled the Pimlico mystery. When he was in charge of a re-organised detective department at Bow-street, he did good service to the public by hunting down the notorious gang of house swindlers, the leading spirits in the matrimonial frauds, and the gang of fashionably-dressed rogues who did business in the Strand and in Northumberland-avenue.

The following gentlemen have been elected members of the General Council of the Bar as the result of the election which concluded on Saturday: Mr. Montague Crackanthorpe, Q.C., Mr. Warrington, Q.C., Mr. F. O. Crump, Q.C., Mr. Tindal Atkinson, Q.C., Mr. Joseph Walton, Q.C., Mr. Swinfen Eady, Q.C., Mr. Vernon R. Smith, Q.C., Mr. Verey Fitzgerald, Q.C., Mr. Barge Deane, Q.C., Mr. J. Alderson Foote, Q.C., Mr. T. Tindal Methold, Mr. O. Leigh Clare, M.P., Mr. R. H. Spearman, Mr. A. C. Maberly, Mr. C. F. Gill, Mr. E. W. Garrett, Mr. Yarborough Anderson, Mr. J. Scott Fox, Mr. Montague Lush, the Hon. Alfred Lyttelton, M.P., Mr. J. E. H. Benn, Mr. H. Erle Richards, Mr. T. Dalton Lawrence, and the Hon. Frank Russell.

The Lord Chief Justice presided on Monday at the annual meeting of the Metropolitan Discharged Prisoners' Aid Society, and in the course of his address, said that the society chiefly confined its help to first offenders and to the young. The prison dealt with was that of Pentonville, into which one-thirtieth of the convicted prisoners of the country came. Last year the society dealt with 1,429 persons, of whom only 405 turned out unsatisfactorily. The Government might, according to the statutes, have given the society £2 per head, or over £2,000, but the miserable sum actually received in this way was only £338. Surely, to put the matter on the lowest ground, it would be economical for the country to

pay all that the law allowed, in view of the loss to the State caused by the continued existence of every habitual criminal. He believed that the taxpayers' money could not be invested in a better way, for half-a-dozen prisoners left unreclaimed would more than swallow the £238; and on other grounds a single reclamation would be worth the money spent. He could not but think that the Government would listen to any fair representations on this point. The Solicitor-General remarked that this and kindred organizations were really working to prevent the manufacture of habitual criminals.

On Monday, in the House of Commons, Mr. Gibson Bowles asked the Chancellor of the Exchequer whether, as was stated by Mr. A. W. Soward, of the Legacy and Succession Duty Department, at p. 8 of his "Handbook to the Estate Duty," the Inland Revenue authorities had followed the opinion of the law officers of the Crown in claiming and exacting estate duty upon the death of a tenant for life of settled property who had *bona fide* released his interest more than twelve months prior to death, save where the life interest was *bona fide* released before the Finance Act, 1894, came into operation; whether the effect of the saving clause thus introduced into the practice had been that the duty had been claimed and exacted when the deceased died after the Act came into operation, and the life interest had also been released after the Act, while the duty had not been claimed or exacted when the deceased died after the Act, but the life interest had been released before the Act; whether he would state on what date and on what grounds the Board of Inland Revenue came to the decision to adopt in part and to reject in part the advice of the law officers of the Crown; and whether it was in accordance with the usual practice for revenue departments, acting by the direction and under the control of the Treasury, only to act upon the advice of the law officers with such variations as they deemed expedient. The Chancellor of the Exchequer said: The hon. member correctly describes the practice of the Board of Inland Revenue and its effects in the instance which he takes. The practice in question has been in force since July, 1895. The Board of Inland Revenue have not rejected the advice of the law officers of the Crown, but it is their duty to apply that advice, to the best of their judgment, to the different cases that may arise, and it was on account of the extreme difficulty of doing this in this particular matter that we have throughout desired to obtain an interpretation of the law by the proper tribunals.

WINDING UP NOTICES.

London Gazette.—FRIDAY, May 20.

JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

BRAZILIAN SYNDICATE, LIMITED—Petn for winding up, presented May 17, directed to be heard on Wednesday, June 3. Marshall & Marshall, 3 and 4, Lincoln's inn fields, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 7.

GOLDEN CROW, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 2, to send their names and addresses, and the particulars of their debts or claims, to Charles Lloyd, 77, Bishopsgate at Within. Burn & Berridge, 11, Old Broad st, solers to liquidator.

HANNAN'S GOLDEN TREASURE, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 2, to send their names and addresses, and the particulars of their debts or claims, to Charles Lloyd, 77, Bishopsgate at Within. Burn & Berridge, 11, Old Broad st, solers to liquidator.

MAINELAND CONSOLS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 2, to send their names and addresses, and the particulars of their debts or claims, to Charles Lloyd, 77, Bishopsgate at Within. Burn & Berridge, 11, Old Broad st, solers to liquidator.

NAVA GOLD MINES SYNDICATE, LIMITED—Creditors are required, on or before July 4, to send their names and addresses, and the particulars of their debts or claims, to Julius Wilson Hetherington Byrne, 81, Gracechurch st.

PADDINGTON CONSOLS, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 2, to send their names and addresses, and the particulars of their debts or claims, to Charles Lloyd, 77, Bishopsgate at Within. Burn & Berridge, 11, Old Broad st, solers to liquidator.

PERKINS, GRAHAM, & CO, LIMITED—Creditors are required, on or before June 14, to send their names and addresses, and the particulars of their debts or claims, to James Perkins, Exchange chambers, 12, Bank st, Manchester. Hinde, Milne, & Bury, Manchester, solers for the liquidator.

SEACOMBE AND BIRKHEAD INVESTMENT CO, LIMITED—Creditors are required, on or before July 16, to send their names and addresses, and particulars of their debts or claims, to James Bruce Tyler and John Hinkes Tilman, addressed to the offices of Jones & Milne, 30, North John st, Liverpool, solers for liquidators.

SEWAGE TRANSMISSION CO, LIMITED (TRADING AS THE CYPRUS CHEMICAL CO, LIMITED) (IN VOLUNTARY LIQUIDATION)—Creditors are required, on or before June 30, to send their names and addresses, and particulars of their debts and claims, to W G Devon Astle, 61, Old Broad st. Tylvay & Co, Throgmorton avenue, solers.

WEALTH OF NATIONS EXTENDED, LIMITED (IN LIQUIDATION)—Creditors are required, on or before July 2, to send their names and addresses, and particulars of their debts or claims, to Charles Lloyd, 77, Bishopsgate at Within. Burn & Berridge, 11, Old Broad st, solers to liquidator.

London Gazette.—TUESDAY, May 24.

JOINT STOCK COMPANIES. LIMITED IN CHANCERY.

ACCLES, LIMITED—Petn for winding up, presented May 19, directed to be heard on June 8. Farlow & Fuller, 1, Church st, Clement's lane, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 7.

"CLARISSA RADCLIFFE" STEAMSHIP CO, LIMITED—Creditors are required, on or before July 1, to send their names and addresses, and particulars of their debts or claims, to Mr Henry Radcliffe, 4, Dock chhrs, Cardiff. John Moxon, Cardiff, solers to liquidator.

DOVERPORT, DAVEY, HULL, & CO, LIMITED—Petn for winding up, presented May 18, directed to be heard June 8. Frichard & Co, Painters' Hall, Little Trinity in, agents for Rowcliffe & Co, Manchester, solers for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 7.

GOY & CO (WITHERS & CHANDLER), LIMITED—Creditors are required, on or before July 9, to send their names and addresses, and the particulars of their debts or claims, to William Charles Doggett, 17, Holborn viaduct. Negus, Bloomsbury sq, solers to the liquidator.

HOTEL METROPOLIS, BLACKPOOL, LIMITED—Petn for winding up, presented May 19, directed to be heard at the Assize Courts, Strangeways, Manchester, on Tuesday, June 7, at 10.30. John R. Gaultier, Albert sq, Fleetwood, solers for the petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 6.

JOHN DAY & CO, LIMITED—Petn for winding up, presented May 20, directed to be heard on Wednesday, June 8. Phelps & Co, 22, Aldermanbury, solers for petners. Notice of appearing must reach the above-named not later than 6 o'clock in the afternoon of June 7.

PIMBLEY ECONOMISER CO, LIMITED—Creditors are required, on or before July 8, to send their names and addresses, and the particulars of their debts or claims, to Milcom Ormrod, 46, Brown st, Manchester. Payne & Co, Manchester, solers to liquidator.

FRIENDLY SOCIETIES DISSOLVED.

BRITISH WORKMAN'S FRIENDLY SOCIETY, Moulton, Northampton. May 18.
LOYAL ROSE OF ENGLAND LODGE, U.O. FREE GARDENERS FRIENDLY SOCIETY, Hathefrage, Derby. May 18.

COURT PAPERS.

CIRCUITS OF THE JUDGES.

The following Judges will remain in Town:—KENNEDY, J., and BIGHAM, J., during the whole of the Circuits; the other Judges till their respective Commission Days.

NOTICE.—In cases where no note is appended to the names of the Circuit Towns both Civil and Criminal Business must be ready to be taken on the first working day; in other cases the note appended to the name of the Circuit Town indicates the day before which Civil Business will not be taken. In the case of Circuit Towns to which two Judges go there will be no alteration in the old practice.

SUMMER ASSIZES, 1893.	WESTERN.	SOUTH EASTERN.		OXFORD.	MIDLAND.	N. EASTERN.	N. WALES, CHESTER, AND GLANBOROUGH.	S. WALES AND CHESTER.	NORTHERN.
Commission Days.	L. C. J. of England, Wright, J.	Hawkins, J.	Wright, J.	Mathew, J. Channell, J.	Lawrance, J. Darling, J.	Day, J. Grantham, J.	Wills, J.	Phillimore, J.	Brace, J. Ridley, J.
Monday, May 30	Salisbury	Huntingdon	Maidstone						
Tuesday, May 31	Dorchester	Fri., June 3							
Wednesday, May 31		Cambridge							
Thursday, May 7	Wells								
Friday, May 9	Friday 10								
Saturday, May 10		B. S. Edmunds	Guildford						
Sunday, May 13	Bolton								
Monday, May 17		Norwich		Reading	Aylesbury				
Tuesday, May 18		Thursday 23		Oxford	Bedford				
Wednesday, May 19	Easter 3			Worcester	Northampton				
Thursday, May 22					Leicester				
Friday, May 23	Winchester 2								
Saturday, May 25		Chelmsford							
Sunday, May 26									
Monday, May 28									
Tuesday, May 29									
Wednesday, May 30									
Thursday, July 2	Bristol 2								
Friday, July 3		Hertford							
Saturday, July 4									
Sunday, July 5									
Monday, July 6									
Tuesday, July 7									
Wednesday, July 8									
Thursday, July 9									
Friday, July 11									
Saturday, July 13									
Sunday, July 14									
Monday, July 15									
Tuesday, July 16									
Wednesday, July 17									
Thursday, July 18									
Friday, July 19									
Saturday, July 20									
Sunday, July 21									
Monday, July 22									
Tuesday, July 23									
Wednesday, July 24									
Thursday, July 25									
Friday, Aug. 12									

* The Asterisk indicates that the Dates in that Column are liable to alteration.

THE PROPERTY MART.

SALES OF THE ENSUING WEEK.

June 2.—Messrs. H. E. Foster & Cranfield, at the Mart, at 2:

- REVERSIONS:**
 To One-sixth of £6,755 Consols; lady aged 68. Solicitors, Messrs. Eastwood, Wigan, & Champersowne, London.
 To a Trust Fund of nearly £4,000 Midland Railway Stock; lady aged 80. Solicitor, W. Howard Jevons, Esq., Birmingham.
 To One-third of £1 463 Consols; lady aged 48, gentleman aged 53. Solicitors, Messrs. Radcliffe, Cator, & Hood, London.
 To One-Fourth share of Freehold and Leasehold Properties producing £708 per annum and Stocks of over £5,000; lady aged 70. Solicitors, Messrs. H. Dale & Co., London.

POLICIES:

For £5,000, £3,000, £1,000, £574, £431. Solicitors, W. Haddon Owen, Esq., Louth; Messrs. Parker, Garrett, & Holman, of London; and Messrs. Meade-King & Son, of Bristol.

(See advertisements, this week, back page.)

June 3.—Messrs. PERKINS & SONS, at Southampton, the Freehold Property known as the Moorlands Estate, formerly the seat of Sir Richard and Lady Glass, comprising moderate-sized mansion, with lodge and miniature park, with the home farm adjoining, a total area of about 124 acres. Solicitors, Messrs. Bridges, Sawtell, & Co., London. (See advertisement, May 14, p. 5.)

WARNING TO INTENDING HOUSE PURCHASERS AND LESSEES.—Before purchasing or renting a house, have the Sanitary Arrangements thoroughly Examined, Tested, and Reported Upon by an Expert from Messrs. Carter Bros., 65, Victoria-street, Westminster. Fee quoted on receipt of full particulars. (Established 21 years.)—[ADVT.]

CREDITORS' NOTICES.

UNDER 22 & 23 VICI. CAP. 35.

LAST DAY OF CLAIM.

London Gazette.—FRIDAY, May 6.

APLIN, EMMA, Chard, Somerset June 4 Clarke & Lukin, Chard
 ARCHER, GOODWYN, Ipswich June 10 Archer & Son, Ely
 BAILEY, ELIZA, Drycot Cerne, Wilts May 23 Wood & Awdry, Chippenham
 BAXTER, THOMAS, Woodford Green, Essex, Wholesale Ironmonger June 8 Satchell & Chapple, Queen st
 BOTTOM, JOHN, Masbrough, Rotherham, Provision Merchant June 30 Marsh & Son, Rotherham
 BOYCE, ELI, Westbury-sub-Mendip, Somerset, Blacksmith June 10 March, Axbridge
 CHRISTIE-MILLER, WAKEFIELD, St James's pl June 20 Renshaw & Co, Suffolk lane
 CLOVER, ROBERT, Sandbeck, nr Rotherham, Coachman June 30 Marsh & Son, Rotherham
 COCKING, THOMAS, Tothill Manor, Lincoln, Farmer May 20 Owen, Louth
 COBBAN, WILLIAM, Bootle, nr Liverpool, Pawabroker June 13 Pride, Liverpool
 COOK, FRANCIS, Grimaby June 3 Bates & Mountain, Grimaby
 COOPER, BRIDGE FRODSHAM, Walthamstow June 11 Pearse, St James st
 DANSON, MARY, St John's Wood rd June 24 Bells, King st
 DUDGING, DAVID, Hull June 30 Gale, Hull
 EATHORNE, ELIZABETH WATTS, Penzance, Cornwall June 9 Borlase & Co, Penzance
 ESTWICK, WILLIAM, Darwen, Lanes, Quarty Owner July 1 Costeker, Darwen
 ETCHES, WILLIAM HAIGH, Bath June 24 Newman & Co, Yeovil
 GILES, WILLIAM, Ashford, Kent, Builder June 24 Gardner & Hovenden, Finsbury circus
 GREY, the Right Honourable SEYMOUR JOHN, Fourth Earl of Wilton June 3 Grover & Co, King's Bench walk
 GRINDLEY, JOHN, Biggin, Derby, Farmer June 27 Holland & Rigby, Ashborne
 HALL, ELIZABETH GIBBS, Providence, Rhode Island, U.S.A June 6 Hyde & Co, Manchester
 HENRY, ISAAC SOLOMON, Maida Vale May 31 Wild & Wild, Lawrence in
 HORSFALL, HENRY, Wakefield, Surgeon July 1 Mander & Co, Wakefield
 HOUGH, WILLIAM BEARON, Cornwall rd, Lambeth June 17 Pearce & Sons, Giltspur st
 HOWLETT, HENRY JOSEPH, Poplar June 6 Bradshaw, Poplar
 HUTCHINSON, JANE, Penzance, Cornwall June 9 Borlase & Co, Penzance
 LEWIN, HENRIC JOHAN, Harworth June 10 Dowson & Co, Surrey st
 LUMB, WILLIAM, Sowerby Bridge, Halifax June 7 Longbotham & Sons, Halifax
 LUSCOMBE, SARAH, Lustleigh, Devon May 31 Clarke & Blundell, Sergeants' inn
 MCGAW, JOSEPH, Brixton rd June 6 Barnard, Westminster Bridge rd
 McMAHON, JANE, Finsbury Park June 6 Fairbrother, Lendenhall st
 MADDOCK, WILLIAM, Barbican, Manufacturers' Agent June 9 Geare, Basinghall st

BANKRUPTCY NOTICES.

London Gazette.—FRIDAY, May 20.

RECEIVING ORDERS.

ABBOTT, HENRY THOMAS, Burton on Trent, Teacher of Music Burton on Trent Pet May 16 Ord May 16
 ALLISON, JAMES, Colne, Lanes, Builder Burnley Pet May 18 Ord May 18
 ARVED, JOSEPH, Chiswick, Baker Brentford Pet May 14 Ord May 14
 ARNOLD, DAVID, Dawley, Salop, Accountant Madeley Pet May 17 Ord May 17
 BARRETT, COLLINDER CHARLES, Balham High Court Pet May 16 Ord May 16
 BOSTIN, THOMAS, Newgate st, Art Needlework Manufacturer High Court Pet May 17 Ord May 17
 CHAPMAN, CHARLES, Gt Grimsby Gt Grimsby Pet May 18 Ord May 18
 CHAPMAN, JOHN CHARLES, Beaulieu Green, Yorks, Inn-keeper York Pet May 15 Ord May 15

CHIVERS, GEORGE JAMES, Islington, Builder High Court Pet April 28 Ord May 17
 COIT, GRIFFITH, Hatton gdn, Agent High Court Pet March 10 Ord May 17
 DAVIES, DAVID, Barry Dock, nr Cardiff, Grocer Cardiff Pet May 16 Ord May 16
 DAVIS, JOHN PERRY, Herne Hill High Court Pet April 29 Ord May 17
 DRIVER, CHARLES, Norwich, Vinegar Merchant Norwich Pet May 7 Ord May 16
 EATON, SAM, Sheffield, Monumental Mason Sheffield Pet May 18 Ord May 18
 EDWARDS, FRANCIS ANGLIA, Upton on Severn Worcester Pet May 16 Ord May 16
 EDWARDS, WILLIAM ARTHUR, Blockwich, Tailor's Manager Wakefield Pet May 17 Ord May 17
 EAWOOD, WILLIAM LYONSTON, Putney, Advertising Agent Wandsworth Pet May 17 Ord May 17
 FAITHFULL, GEORGE, Shepherd's Bush, Shorthand Clerk High Court Pet May 18 Ord May 18

MALLEY, ANN, Nottingham June 24 Thorpe & Perry, Nottingham
 MARTIN, ELIZA, Littleport, Cambridge June 10 Archer & Son, Ely
 MARTIN, HENRY, Pendleton, Lanes June 7 Brett & Co, Manchester
 MICKLETHWAIT, EDWARD, Ackworth, York, Shopkeeper June 1 Hickmott, Rotherham
 MORRIS, ELIZABETH, Tottenham July 5 East, Basinghall st
 MULLANE, JEREMIAH, Dibrugarh, Assam, India June 4 Maddison, King's Arms yard
 NEWBOLD, THOMAS, Wilberforce, York June 20 Wood, York
 PARRY, FRANCES, Llandudno June 1 Pugh & Bone, Llandudno
 RAGAN, PATRICK, St Helier, Jersey June 20 Bennett & Co, Coleman st
 RYLANDS, JOHN, Thetwall, Chester June 15 Field & Co, Liverpool
 SERRIOTT, Sir ROBERT OSCAR SAUNDERS, Bechwood, Herts June 24 Tyle & Co, Essex st, Strand
 SHIELD, SUSANNA, Cheddar, Somerset June 14 March, Axbridge, Somerset
 STAP, HENRY, Highgate July 1 Surridge, Coggeshall
 STATHERS, WILLIAM, Kingston upon Hull June 17 Hart, Hull
 THACKER, SUSANNA, St John's Wood June 14 Day & Co, Norfolk st
 THOMPSON, WALDEGRAVE ROCK, Hammersmith July 1 Hands, Gresham st
 TUCKER, EDWIN, Runcorn, Chester, Corn Merchant June 24 Burton, Runcorn
 VERNON, the Rt Hon HARRIET FRANCES MARIA, Dowager Lady, Park st July 1 Arnold & Henry White, Gt Marlborough st
 WHEELER, MARGARET ELIZABETH, Blonde st June 14 Ingram & Co, Lincoln's inn fields
 WILDE, CONSTANCE MARY, Bogliasco, Italy July 9 Hargrove & Co, Victoria st
 WILLIAMS, Mrs CATHERINE, Cheltenham May 30 Ticehurst & Sons, Cheltenham
 London Gazette.—TUESDAY, May 10.
 ADAMS, SARAH, Cradley, Worcester June 6 Bernard & Co, Stourbridge
 ASH, MARY, Maida vale June 18 Peacock, South sq, Gray's inn
 ASHLEY, RUSCOMBE JAMES, Bath July 1 Barker, Bristol
 BOLTON, the Rev THOMAS FRANCIS, Whitechurch, Salop June 30 Palmer & Co, Trefgarth sq
 BOOTHROD, JAMES, Sheffield June 24 Alderson & Co, Sheffield
 BROOKE, HARRIET, Alderley Edge, Chester June 11 J E Smith & Pennington, Hyde
 COLLETT, WILLIAM, Hastings June 18 Davenport & Co, Hastings
 COOPER, JOHN, Oldbury, Worcester, Grocer June 17 Wright & Hollins, Oldbury
 COX, PHILIP HENRY, Liscard, Chester June 8 Tweddle, Liverpool
 CRANE, JANE, High Barnet, Herts June 18 Peacock, South sq, Gray's inn
 DANID, FRANCES ANNE JOSEPHINE, Southsea May 30 Hodgins, Abergvenny
 EASTWOOD, Mrs ADA ELIZABETH, Knaresborough June 6 Paul, Harrogate
 GALTON, EDMUND HOOPER, Brixton hill, Surgeon June 1 James White & Leonard, Bank bldgs, Ludgate cres
 GANNON, MARY COFFETICK, Grappenhall, Chester May 21 Granger, Warrington
 GORDON, THOMAS GRAHAM, Hammersmith June 10 Waterhouse & Co, New st, Carey at
 GREGSON, MARK, Bury, Cabinet Maker June 13 Butcher & Barlow, Bury
 HADWIN, ROBERT, Westmorland, Farmer May 19 Talbot & Rheam, Milnthorpe
 HALL, JOE, Sheffield June 27 Maxfield, Sheffield
 HARRISON, MATTHEW, Churchtown, Lanes June 3 Blackhurst, Garstang
 HOLLAND, CONSTANCE MARY, Genoa, Italy July 9 Hargrove & Co, Victoria st
 HUGO, LUTITIA, St John's Wood June 10 Kennedy, Dublin
 LOCKHART, BARBARA, Penrith June 10 Arnison & Co, Penrith
 LYSAGHT, FRANCES EMILY, Richmond June 9 Hurrell & Co, Corahill
 MITCHELL, HENRY, Penrith June 10 Arnison & Co, Penrith
 MUTTLO, JOHN, Scarborough June 1 Watts & Co, Scarborough
 NEWMAN, CHARLES, Gt Yarmouth, Whitewash May 14 Burton & Son, Gt Yarmouth
 PAICE, MARY ANN, Herne Hill June 12 Simpson & Co, Southwark st
 PICKET, EDMUND, Oswaldtwistle, Lanes, Furniture Broker June 13 Reddish, Church
 RUGMAN, SARAH, Winterbourne, Glos June 1 Wm Smith & Sons, Weston super Mare
 RUNDALL, JOSHUA, Poplar June 11 Matthews, Bush lane
 SCOTT, ABRAHAM, Salford, Gardener May 28 Dixon & Linnell, Manchester
 SHERLAND, AUSTIN, Clapham June 4 Crofton & Co, Manchester
 TETLOW, GEORGE THOMAS, Hackney, Mantle Dealer June 1 Phillips & Co, Nichola's lane
 TOWHET, JAMES, Stoke Newington June 15 Gard & Co, Gresham bldgs
 TWYBOSCH, THOMAS EDWARD, Copthall ct June 16 French, Crutched Friars
 VERNON, The Right Hon HARRIET FRANCES MARIA Dowager Lady, Park st July 1 Arnold & Co, Gt Marlborough st
 WARD, NEWMAN, Cockington, Torquay, Barrister June 21 Ford & Co, Dowgate hill
 WARD, WILLIAM, Austin Friars, Stockbroker June 9 Chalk & Thatcher, Bishopsgate st Without
 WARREN, PETER JOSEPH, New Cross June 9 Keene & Co, Seething lane
 WENLEY, SAMUEL, Raunds, Northampton, Wesleyan Minister June 11 Hunnybun & Sons, Huntingdon
 WILSON, ANTHONY, Baking Green June 30 King & Co, Queen Victoria st
 WINTLE, Rev THOMAS DRATTON, Bath June 14 Gill & Bush, Bath

FENNER, JOHN, Tamworth, Als Merchant Birmingham Pet April 29 Ord May 16
 FILMER, GEORGE BUDDS, Blackpool, Mineral Water Manufacturer Preston Pet May 17 Ord May 17
 FLERT, EDWARD, Birmingham, Cycle Fetal Manufacturer Birmingham Pet May 16 Ord May 16
 GUYKER, DANIEL, Clayton, Lanes Ashton under Lyne Pet May 16 Ord May 16
 KITTS, THOMAS, Alfreton, Derby Derby Pet May 17 Ord May 17
 LYON, WILLIAM HENRY, Stamford, Lanes, Builder Peterborough Pet May 18 Ord May 18
 MARTIN, WILLIAM HENRY, Wallis Down, Dorset, Baker Poole Pet May 16 Ord May 16
 MITCHELL, WILLIAM, Bradford, Plasterer Bradford Pet May 16 Ord May 16
 MOORING, THOMAS, Markyate, Beds, Corn Dealer Luton Pet May 17 Ord May 17
 MORRIS, FREDERICK H, Brondesbury, Corn Merchant High Court Pet Dec 10 Ord May 17

NIELD, THOMAS, Sandbach, Chester, Cabinet Maker
Macclesfield Pet May 17 Ord May 17
NORTON, EWARD HARVEY, Liverpool, Stationer Liverpool
Pet April 29 Ord May 17
OUTRAM, ALGERNON WASHINGTON, Eastbourne, Laundry
Proprietor Eastbourne Pet May 18 Ord May 18
PARKHALL POTTERY CO, London, Staffs, Earthenware
Manufacturers Stoke upon Trent Pet April 25 Ord
May 16
PEARCE, JOHN, Wigan, Draper Wigan Pet May 16 Ord
May 16
PHILLIPS, RICHARD JAMES, Pembroke, Innkeeper Pem-
broke Dock Pet May 16 Ord May 17
REIVE, ALFRED, King's Heath, nr Birmingham, Corn
Merchant Birmingham Pet April 23 Ord May 18
RENNIE, WALLACE, Oldham, Journalist Oldham Pet
May 18 Ord May 18
SELLARS, RODGER, Two Gates, nr Barnsley, Coal Miner
Barnsley Pet May 18 Ord May 18
SHAPLEY, EDWARD, Torquay, Baker Exeter Pet May 14
Ord May 16
SMITH, ARTHUR ROBERT, Croston, Lancs Bolton Pet May 17
Ord May 17
SMITH, FELIX, Halstead, Essex, Harness Maker Col-
chester Pet May 16 Ord May 16
SMITH, JOHN HAMPSON, Croston, Lancs, Cotton Manu-
facturer Bolton Pet May 17 Ord May 17
TOLSON, GEORGE, Batley, Confectioner Dewsbury Pet
May 17 Ord May 17
WOMACK, GEORGE, Grimsby, nr Barnsley, Farmer
Barnsley Pet May 3 Ord May 16
WALDEN, E J EDWIN, Beer In, Provision Dealer High
Court Pet April 25 Ord May 16
WIMBLE, FREDERICK JOHN, Minsing In High Court Pet
April 27 Ord May 16
WRIGHT, GEORGE, Frankwell, Shrewsbury, Innkeeper
Shrewsbury Pet May 17 Ord May 17
YEATES, JOSEPH, Clifton, Bristol, Gardener Bristol Pet
May 17 Ord May 16
ZABIAN, NUMA, Highbury, Musician High Court Pet
May 16 Ord May 16

Amended notice substituted for that published in the
London Gazette of April 8:
WALTERS, JOHN, and JOHN JONES, Oymate Vale, Glam,
Builders Cardiff Pet April 5 Ord April 5

FIRST MEETINGS.

ASKIN, DAVID, Dawley, Accountant May 23 at 11.30 Off
Rec, 42, St John's hill, Shrewsbury
BARBER, COLLANDER CHARLES, Balham May 27 at 11
Bankruptcy bldgs, Carey st
BUSTIN, THOMAS, Newgate st, Art Needlework Manu-
facturer May 27 at 2.30 Bankruptcy bldgs, Carey st
CHAPMAN, JOHN CHARLES, Parsonage Green, York, Inn-
keeper June 3 at 12.15 Off Rec, 28, Stonegate, York
CHIVERS, GEORGE JAMES, Linton, Builder May 27 at 1
Bankruptcy bldgs, Carey st
COIT, GRIFFITH, Hatton garden, Agent June 1 at 11
Bankruptcy bldgs, Carey st
DORS, EDWARD JOSEPH, Newport, Mon, Physician June 2
at 12 Off Rec, 4, Castle pl, Park st, Nottingham
FAWERS, DAVID HENRY, Hempstead, Gloucester, Farmer May
23 at 12 Off Rec, Station rd, Gloucester
GUYMER, DANIEL, Clayton, Lancs, Grocer's Assistant May
27 at 2.30 Off Rec, Byrom st, Manchester
JONES, DANIEL and GEORGE WATKINS, Blaina, Mon,
Grocers May 27 at 3 65, High st, Merthyr Tydfil
KNIGHTS, ARTHUR, Swansea, Engineer May 27 at 12 Off
Rec, 31, Alexandra rd, Swansea
LANOTON, STEPHEN, Nottingham, Fruit Salesman May 27
at 12 Off Rec, 4, Castle pl, Park st, Nottingham
LAW, JOHN, Dewsbury, Commission Agent May 27 at 12
Off Rec, Bank chmbrs, Batley
LAWRENCE, GEORGE, Liverpool, Fish Salesman June 1 at 1
Off Rec, 35, Victoria st, Liverpool
LISTER, FERGUS, Leeds, Commercial Traveller June 2 at 1
Off Rec, 22, Park row, Leeds
LYON, WILLIAM HENRY, Stamford, Lincoln, Builder May 27
at 11 Off Rec, New rd, Peterborough
MACDONALD WALLACE WHITT, Wallington, Surrey,
Fruiterer May 27 at 12.30 24, Railway app, London
Bridge
MCCNICOLL, WILLIAM HERBERT, Southport June 1 at 2.30
Off Rec, 35, Victoria st, Liverpool
MARSHALL, WILLIAM, Sheffield, Sausage Manufacturer
May 23 at 11 Off Rec, Figtreet in, Sheffield
MITCHELL, WILLIAM, Bradford, Plasterer May 27 at 11 Off
Rec, 31, Manor row, Bradford
MORRIS, ELANOR, South Shields, Saddler June 2 at 3.30
Off Rec, 30, Monck st, Newcastle on Tyne
MORSE, FREDERICK HENRY, Brondesbury, Corn Merchant
May 27 at 11 Bankruptcy bldgs, Carey st
NORMAN, TOM, Alconbury Weston, Hunts, Hay Dealer
May 27 at 12 Law Courts, New rd, Peterborough
PEARCE, JOHN, Wigan, Draper May 27 at 3 10, Wood st,
Bolton
RAMSAY, WILLIAM DAVID, Westbourne pk June 1 at 2.30
Bankruptcy bldgs, Carey st
SHAPLEY, EDWARD, Torquay, Baker June 2 at 10.45 Off
Rec, 13, Bedford circus, Exeter
SMITH, ARTHUR ROBERT, Croston, Lancs May 27 at 11.30
Townhall Sale Rooms, Chorley
SMITH, JOHN HAMPSON, Croston, nr Preston, Cotton Manu-
facturer May 27 at 11 Townhall Sale Rooms, Chorley
STOUTLEY, ISMAEL, Colne, Lancs, Licensed Victualler
May 27 at 1 Exchange Hotel, Nicholas st, Burnley
TAYLOR, JOHN, and FREDERICK WILLIAM TAYLOR, Darlington,
Confectioners June 8 at 3 Off Rec, 8, Albert
rd, Middlesbrough
TOLSON, GEORGE, Batley, Yorks, Baker May 27 at 3.30
Off Rec, Bank chmbrs, Batley
WOOD, THOMAS, jun, Gt Grimsby, Fish Merchant May 27
at 11 Off Rec, 15, Osborne st, Gt Grimsby
WRIGHT, GEORGE, Shrewsbury, Salop, Innkeeper May 29
at 11 Off Rec, 42, St John's hill, Shrewsbury
WALKER, ALBERT ARTHUR, Osett, York, Cabinet Maker
May 27 at 11 Off Rec, Bank chmbrs, Batley
WALKER, PHILIP BROWN, Leeds, Grocer's Assistant June
2 at 12 Off Rec, 22, Park row, Leeds

WITHERS, REUBEN, Senghenith, Glam, Collier May 31 at
12 65, High st, Merthyr Tydfil
WOOD, JOHN, Market Drayton, Licensed Victualler May
27 at 10.45 Royal Hotel, Crews
ZABIAN, NUMA, Highbury, Musician May 27 at 11 Bank-
ruptcy bldgs, Carey st

ADJUDICATIONS.

ABBOTT, HENRY THOMAS, Burton on Trent, Teacher of
Music Burton on Trent Pet May 16 Ord May 16
ALLISON, JAMES, Colne, Lancs Builder Burnley Pet May
18 Ord May 18
BARBER, COLLANDER CHARLES, Balham, Surrey High
Court Pet May 16 Ord May 16
BLACK, SILAS, South Shields, Public house Manager New-
castle on Tyne Pet May 16 Ord May 17
CHAPMAN, CHARLES, Great Grimsby Great Grimsby Pet
May 16 Ord May 16
CHAPMAN, JOHN CHARLES, Peaseholm, Green, York, Inn-
keeper York Pet May 17 Ord May 18
COWARD, JAMES MUNRO, Teddington Kingston, Surrey
Pet May 11 Ord May 18
DE LABOQUE, EDWARD EMILE, Acton st, Gray's inn rd
High Court Pet May 30 Ord May 18
DESER, JOHN, Marwood, Devons, Farmer Barnstaple
Pet May 2 Ord May 16
DRIVER, CHARLES, Norwich, Vinegar Merchant Norwich
Pet May 6 Ord May 16
EDWARDS, FRANCES ANELIA, Upton on Severn, Boot Dealer
Worcester Pet May 16 Ord May 16
FAITHFULL, GEORGE, Shepherd's Bush, Shorthand Clerk
High Court Pet May 18 Ord May 18
FUGRO, DAVID, Canwell rd, Baker High Court
Pet April 5 Ord May 16
GUYMER, DANIEL, Clayton, Lancs, Grocer's Assistant
Ashton under Lyne Pet May 16 Ord May 18
HOLMES, JAMES, Halifax, Roller Coverer Halifax Pet
April 13 Ord May 16
IDLE, GEORGE HERBERT, West Smithfield, Provision Mer-
chant High Court Pet March 15 Ord May 18
JENSON, JOSEPH ANTHONY, Irevale, Bradford, Restaurant
Proprietor Bradford Pet April 14 Ord May 18
JONES, D KELLAN, Llanelli, Grocer Carmarthen Pet
April 29 Ord May 17
KITTS, THOMAS, Alfreton, Derby, Coal Miner Derby Pet
May 16 Ord May 17
LANGTON, STEPHEN, Bulwell, Nottingham, Fruit Salesman
Nottingham Pet May 13 Ord May 13
LYON, WILLIAM HENRY, Stamford, Lincs, Builder Peter-
borough Pet May 17 Ord May 18
MITCHELL, WILLIAM, Bradford, Plasterer Bradford Pet
May 18 Ord May 16
MORSE, FREDERICK HENRY, Brondesbury, Corn Merchant
High Court Pet Dec 10 Ord May 18
NIELD, THOMAS, Sandbach, Chester, Cabinet Maker Mac-
clesfield Pet May 16 Ord May 17
PEARCE, JOHN, Wigan, Draper Wigan Pet May 14 Ord
May 16
RENNIE, WALLACE, Oldham, Journalist Oldham Pet May
18 Ord May 18
SELLARS, RODGER, Two Gates, nr Barnsley, Coalminer
Barnsley Pet May 18 Ord May 18
SHAPLEY, EDWARD, Torquay, Baker Exeter Pet May 13
Ord May 16
SMITH, ARTHUR ROBERT, Croston, Lancs Bolton Pet May
16 Ord May 17
SMITH, FELIX, Halstead, Essex, Harness Maker Colches-
ter Pet May 16 Ord May 16
SMITH, JOHN HAMPSON, Croston, Lancs, Cotton Manu-
facturer Bolton Pet May 17 Ord May 17
SPROXTON, MARY ANN, Eastbourne, Florist Eastbourne
Pet May 6 Ord May 17
TOLSON, GEORGE, Batley, Confectioner Dewsbury Pet
May 17 Ord May 17
TURNER, SAMUEL, Birmingham, Builder Birmingham Pet
May 7 Ord May 14
WILSON, JAMES, Harp in, Gt Tower st High Court Pet
March 11 Ord May 16
WRIGHT, GEORGE, Shrewsbury, Salop, Innkeeper Shrews-
bury Pet May 17 Ord May 18
ZABIAN, NUMA, Highbury, Musician High Court Pet
May 16 Ord May 16

ADJUDICATION ANNULLLED AND RECEIVING ORDER RESCINDED.

POWELL, EVELYN, Thornwood Lodge, Campden Hill, Ken-
sington High Court Ord Nov 15, 1895 Adjud Dec
24, 1895 Resc and Annul May 13

London Gazette.—TUESDAY, May 24.

RECEIVING ORDERS.

BARTLETT, FRANK, Dover, Sausage Manufacturer Canter-
bury Pet May 30 Ord May 30
BARRETT, WILLIAM, Chepstow, Mon, Publican Newport,
Mon Pet May 9 Ord May 20
BEAUMONT, WALTER, Halifax, Manufacturing Chemist
Halifax Pet May 19 Ord May 19
BEST, SAMUEL, Ellistown, Leicester, Farmer Leicester
Pet May 21 Ord May 21
BOULDER, WILLIAM, Boughton under Bleas, Kent, Wheel-
wright Canterbury Pet April 29 Ord May 19
BUCKLEY, GEORGE, Chadderton, Lancs, Machinist Oldham
Pet May 20 Ord May 20
BUTTON, THOMAS JARRETT, Laxfield, Suffolk Ipswich
Pet May 20 Ord May 20
CLAY, WILLIAM, Bilton, Stafford, Innkeeper Wolver-
hampton Pet May 19 Ord May 19
DEAN, FERGUS HOSFALL, Slaithwaite, nr Huddersfield,
Wine Merchant Huddersfield Pet May 20 Ord
May 20
DENNEY, JOHN, Birmingham, Builder Birmingham Pet
May 20 Ord May 20
DODSWORTH, ALFRED, Riccall, Yorks, Farmer York Pet
May 20 Ord May 20
DOWELL, JAMES, Presbury, Flint, Butcher Bangor Pet
May 21 Ord May 21
DUFF, ALICE SANDERS, Devonport, Refreshment house
keeper Plymouth Pet May 21 Ord May 21
EVANS, DANIEL, Lampeter, Cardigans, Blacksmith Car-
marthen Pet May 21 Ord May 21
FELLOWS, WILLIAM EWART, Brierfield, Lancs, Confe-
ctioner Burnley Pet May 19 Ord May 19

FLACK, CHARLES WILLIAM, Stevenage, Hertford, Chemist
Luton Pet May 21 Ord May 21
FULES, CHARLES, Wood Green, Paper hanging Dealer
Edmonton Pet April 28 Ord May 19
GILDER, SAMUEL, New rd, Commercial rd, Cigar Maker
High Court Pet April 27 Ord May 20
GILLMAN, VICTOR, Coventry, Commercial Clerk Coventry
Pet May 19 Ord May 19
GREEN, ALFRED PHILIP, Pall Mall pt High Court Pet
March 25 Ord May 20
GRIB, S S, Walton on Thames Kingston, Surrey Pet
March 12 Ord May 19
HARRISON, GEORGE THOMAS, Syston, Leicester, Baker
Leicester Pet May 21 Ord May 21
HATLEY, CHARLES CLIFFORD, Rotherfield, Sussex, Baker
Tunbridge Wells Pet May 20 Ord May 20
HEWITT, JOHN, Lincoln, Decorative Painter Lincoln Pet
May 21 Ord May 21
HOBBSLOW, FREDMAN, Weymouth, Butcher Dorchester
Pet May 21 Ord May 21
KING, ALFRED, and ALBERT JOHN WETHERELL, East
Stour, Dorset, Millers Salisbury Pet May 19 Ord
May 19
W. LEASE & CO, Monument bldgs, Fruit Brokers High
Court Pet May 15 Ord May 20
LEVERIE, EDWARD, Pall Mall, Furniture Dealer High
Court Pet April 4 Ord May 15
LOVELL, ROBERT CHARLES, Penance, Potato Merchant
Tunbridge Wells Pet May 21 Ord May 21
MAUNDER, ALBION, Starcross, Devons, Smith Exeter Pet
May 20 Ord May 20
PIPER, GEORGE, Kensington, Wardrobe Dealer High Court
Pet May 3 Ord May 18
POOK, JOHN, Tebbury St Mary, Devon Exeter Pet May
20 Ord May 20
REEVES, JOHN HENRY, Chadde, Staffs, Cattle Dealer
Stoke upon Trent Pet May 19 Ord May 19
REUKAUFF, ERNEST HENRY, and THOMAS HENRY JAMES,
Dover, Furniture Dealers Canterbury Pet May 21
Ord May 21
ROGERS, ALFRED JOSEPH, Sittingbourne, Kent, Coal Mer-
chant Rochester Pet May 19 Ord May 19
ROGERS, FRANK WILLIAM, Andover, Ironmonger Salisbury
Pet May 19 Ord May 19
SCHOFIELD, ALBERT, Pontypidd, Butcher Pontypidd Pet
May 18 Ord May 18
SCOLEY, JOSEPH, Southwark st, Solicitor High Court Pet
April 5 Ord May 19
SEAVEN, J, Old Jewry chmbrs, Mining Engineer High
Court Pet March 9 Ord May 19
SUTTON, THOMAS, Landport, Hants, Coal Dealer Ports-
mouth Pet May 2 Ord May 18
THOROUGH, GILBERT, Harborne, Staffs, Chemist Birming-
ham Pet May 9 Ord May 19
TIMES, JOSEPH, jun, Selsdon, Notts, Coal Miner Derby
Pet May 19 Ord May 19
WALKER, REBECCA, Doncaster, Confectioner Sheffield
Pet May 30 Ord May 20
WILBY, GEORGE, Osett, York, Bag Merchant Dewsbury
Pet May 19 Ord May 19
WILKINS, SYDNEY WILLIAM, Highbury, Stockbroker High
Court Pet May 20 Ord May 20
YERDELL, C BAILEY, Marylebone, Estate Agents High
Court Pet April 28 Ord May 19

Amended notice substituted for that published in the
London Gazette of April 22:
BATESON, JOSEPH WILLIAM, Edgbaston, Joinery Manu-
facturer Birmingham Pet April 19 Ord April 19

FIRST MEETINGS.

ABBOTT, HENRY THOMAS, Burton on Trent, Teacher of
Music June 2 at 11.30 Off Rec, 40, St Mary's gate,
Derby
ASHBRIDGE, CHARLES FREDERICK, New Wortley, Leeds, Fish
Hawker June 3 at 11 Off Rec, 22, Park row, Leeds
AYDOE, JAMES, Darlington, Fitter June 8 at 3 Off Rec,
8, Albert rd, Middlesbrough
BAKTER, HENRY THOMAS, Southall, Farmer June 4 at
12 Off Rec, 85, Peaseod st, Windsor
BEAUMONT, WALTER, Halifax, Manufacturing Chemist
June 4 at 11 Off Rec, Townhall chmbrs, Halifax
BINNINGTON, JAMES GIBSON, Kingston upon Hull, Bicycle
Manufacturer June 1 at 2 Off Rec, Trinity House in,
Hull
BUTTON, THOMAS JARRETT, Laxfield, Suffolk June 17 at
10 Off Rec, 38, Princes st, Ipswich
CHAPMAN, CHARLES, Gt Grimsby June 1 at 11.30 Off Rec,
15, Osborne st, Gt Grimsby
COOPER, CHARLES WILLIAM, Birmingham, Relieving Officer
June 2 at 11 174, Corporation st, Birmingham
COWARD, JAMES MUNRO, Teddington, Professor of Music
June 1 at 12.30 24, Railway app, London Bridge
CROAGER, THOMAS H, Wood Green, Public House Valuer
June 2 at 12 Off Rec, 95, Temple chmbrs, Temple
avenue
DAVIES, DAVID, Cardiff, Grocer June 2 at 11.30 Off Rec,
29, Queen st, Cardiff
DAVIS, JOHN PERCY, Herne Hill June 2 at 11 Bankruptcy
bldgs, Carey st
DENNIS, JOHN, Marwood, Devon, Farmer June 7 at 10.30
Sanders & Son, High st, Barnstaple
DODSWORTH, ALFRED, Riccall, York, Farmer June 7 at
12.15 Off Rec, 28, Stonegate, York
DRIVER, CHARLES, Norwich, Vinegar Merchant June 4 at
1 Off Rec, 8, King st, Norwich
DESGOOLLE, HERBERT ALEXANDER, St Helen's, Lancs,
Draper June 7 at 12 Off Rec, 35, Victoria st, Liver-
pool
EDWARDS, FRANCES ANELIA, Upton on Severn, Boot
Dealer June 2 at 11.30 Off Rec, 45, Copenhagen st,
Worcester
ERWOOD, WILLIAM LEYCESTER, Putney, Advertising Agent
June 1 at 11.30 24, Railway app, London Bridge
FAITHFULL, GEORGE, Shepherd's Bush, Shorthand Clerk
June 2 at 2.30 Bankruptcy bldgs, Carey st
GILDER, SAMUEL, New rd, Commercial rd, Cigar Maker
June 2 at 13 Bankruptcy bldgs, Carey st
GILLMAN, VICTOR, Coventry, Commercial Clerk June 6 at
12.30 Off Rec, 17, Hertford st, Coventry
GREEN, ALFRED PHILIP, Pall Mall pt, Gent June 2 at 11
Bankruptcy bldgs, Carey st

HOBBS, JOHN GEORGE, jun, Bristol, Draper June 1 at 12.30
Off Rec, Baldwin st, Bristol

HOBBS, CHARLES MOUNT, Kingsthorpe, Northampton,
Commercial Clerk June 1 at 12.30 County Court
bldg, Sheep st, Northampton

GORDON, CHARLES, Marquis of Huntly, Huntingdon June
9 at 2 Bankruptcy bldg, Carey st

JEFFERSON, DANIEL, Grassington, nr Kirkbride, Labourer
June 8 at 1 Off Rec, 34, Fisher st, Carlisle

KITTS, THOMAS, Alfreton, Derby, Coal Miner June 2 at 11
Off Rec, 40, St Mary's gate, Derby

W LASK & Co, Monument bldg, Fruit Brokers June 2
at 2.30 Bankruptcy bldg, Carey st

LEVENE, EDWARD, Pall Mall, Furniture Dealer June 1 at
12 Bankruptcy bldg, Carey st

LEWIS, JOHN POWELL, and WILLIAM MOYTHAN LEWIS,
Pontypridd, Grocers June 2 at 2 Off Rec, 29, Queen
st, Cardiff

MAUDSLEY, ALBION, Starcross, Devon, Smith June 2 at
10.30 Off Rec, 13, Bedford circus, Exeter

MORRIS, WILLIAM, Trawsfynydd, Merioneth, Licensed
Victualler June 7 at 1.30 Market Hill, Blaenau
Festiniog

NICHOLS, JAMES, Old Catton, Norfolk, Grocer June 4 at 12
Off Rec, 8, King st, Norwich

NORR, FRANK, Plaistow, Essex, Builder June 2 at 3 Off
Rec, 85, Temple chmbrs, Temple avenue

OUTRAM, ALGERNON WASHINGTON, Eastbourne, Laundry
Proprietor May 31 at 3.30 Coles & Son's, Seaside rd,
Eastbourne

PRACOCK, ARTHUR JOHN, Llandudno, Contractor May 31
at 1.45 Junction Hotel, Llandudno Junction

POOK, JOHN, Exeter June 2 at 10.30 Off Rec, 13, Bedford
circus, Exeter

SARJANTON, WILLIAM, Great Grimshy, Journeyman Gar-
dener June 1 at 11 Off Rec, 15, Osborne st, Great
Grimshy

SHELDON, ALBERT, Leeds June 3 at 12 Off Rec, 22, Park
row, Leeds

SINKINS, WILLIAM JAMES, Frome, Somerset, Baker June
1 at 12.15 Off Rec, Baldwin st, Bristol

SKINNER, JEFFREY CHARLES MURTON, Cambridge, Insur-
ance Agent June 22 at 10.30 Off Rec, 5, Petty Cury,
Cambridge

SMITH, ALFRED JAMES, Newcastle on Tyne, Confectioner
June 6 at 11 Off Rec, 30, Mosley st, Newcastle on
Tyne

SMITH, FELIX, Halstead, Essex, Harness Maker June 10
at 11 The Cups Hotel, Colchester

STEBBING, JAMES, Cardiff, Fish Merchant June 2 at 11
Off Rec, 29, Queen st, Cardiff

THOMAS, JOSEPH, jun, Selston, Notts, Coal Miner June 2
at 2.30 Off Rec, 40, St Mary's gate, Derby

TURNER, SAMUEL, Birmingham, Builder June 3 at 11 174,
Corporation st, Birmingham

VERNON, HENRY CHARLES, Clifton, Bristol June 1 at 11.30
Off Rec, Baldwin st, Bristol

WARD, CHARLES, Whitley, Northumberland, Boot Maker
June 6 at 11.30 Off Rec, 30, Mosley st, Newcastle on
Tyne

WIGLEY, A & SON, Nottingham, Commission Agents June
2 at 12 Off Rec, 4, Castle pl, Park st, Nottingham

WYATT, HENRY, Birmingham, West Bromwich, Dairyman
June 15 at 2 County Court, West Bromwich

YEATES, JOSEPH, Clifton, Bristol, Working Gardener
June 1 at 12 Off Rec, Baldwin st, Bristol

ADJUDICATIONS.

APFED, JOSEPH, Chiswick, Baker Brentford Pet May 14
Ord May 17

BAKER, GODFREY HUGH MARST, Bolton Bolton Pet Feb
9 Ord May 20

BARRETT, WILLIAM, Chepstow, Publican Newport, Mon
Pet May 9 Ord May 21

BARTLETT, FRANK, Dover, Sausage Manufacturer Canter-
bury Pet May 19 Ord May 20

BATESON, JOSEPH WILLIAM, Edgbaston, Joinery Manufac-
turer Birmingham Pet April 19 Ord May 21

BRAUNTON, WALTER, Halifax, Manufacturing Chemist
Halifax Pet May 19 Ord May 19

BENT, SAMUEL, Ellistown, Leicester, Farmer Leicester
Pet May 21 Ord May 21

BROWNE, OSCAR, Nottingham Nottingham Pet Jan 17
Ord May 18

BUCKLEY, GEORGE, Chadderton, Lancs, Machinist Oldham
Pet May 20 Ord May 20

BUTTON, THOMAS JARRETT, Laxfield, Suffolk Ipswich Pet
May 20 Ord May 20

CARMICHAEL, JAMES JEFFREY SMITH, Worcester, Baker
Worcester Pet April 18 Ord May 13

CLAY, WILLIAM, Bilston, Innkeeper Wolverhampton Pet
May 19 Ord May 19

DEAN, PERCY HORSFALL, Slaithwaite, nr Huddersfield,
Wine Merchant Huddersfield Pet May 20 Ord
May 20

DEWEY, JOHN, Birmingham, Builder Birmingham Pet
May 20 Ord May 20

DODSWORTH, ALFRED, Riccall, Yorks, Farmer York Pet
May 10 Ord May 20

DOWELL, JAMES, Prestatyn, Flint, Butcher Bangor Pet
April 26 Ord May 21

DURN, ALICE SANDERS, Devonport, Refreshment House
Keeper Plymouth Pet May 21 Ord May 21

EATON, SAM, Sheffield, Monumental Mason Sheffield Pet
May 17 Ord May 19

ELIAS, ALFRED, Cardif, Florist Cardif Pet April
28 Ord May 17

EVANS, DANIEL, Lampeter, Cardigan, Blacksmith Car-
marthen Pet May 21 Ord May 21

FELLOWS, WILLIAM EWART, Brierfield, Lancs, Confectioner
Burnley Pet May 19 Ord May 19

FERNER, JOHN, Tamworth, Ale Merchant Birmingham
Pet April 29 Ord May 21

FLACK, CHARLES WILLIAM, Stevenage, Hertford, Chemist
Luton Pet May 21 Ord May 21

FROST, GEORGE WILLIAM, King William st, Stockbroker
High Court Pet March 17 Ord May 15

GILMAN, VICTOR, Coventry, Commercial Clerk Coventry
Pet May 18 Ord May 19

GRAVES, HENRY JOHN THOMAS, Poplar, Tinplate Worker
High Court Pet April 15 Ord May 19

HARRISON, GEORGE THOMAS, Syston, Leicester, Baker
Leicester Pet May 21 Ord May 21

HENSTAG, HENRY CHARLES, Chancery 1a, Public house
Broker High Court Pet March 17 Ord May 19

HEWITT, JOHN, Lincoln, Decorative Painter Lincoln Pet
May 20 Ord May 21

HOBBS, JOHN GEORGE, jun, Bristol, Draper Bristol Pet
May 19 Ord May 19

HORNIBLOW, FERRMAN, Weymouth, Butcher Dorchester
Pet May 21 Ord May 21

KING, ALFRED, and ALBERT JOHN WETHERILL, East Stour,
Dorset, Millers Salisbury Pet May 18 Ord May 19

LACEY, T W, Chiswick, Surveyor High Court Pet Oct 27
Ord May 18

LOVELL, ROBERT CHARLES, Penzance, Potato Merchant
Truro Pet May 21 Ord May 21

MACDONALD, WALLACE WHITT, Wallington, Surrey, Fruit-
er Croydon Pet May 12 Ord May 18

MAUDSLEY, ALBION, Starcross, Devon, Smith Exeter Pet
May 20 Ord May 20

MOORING, THOMAS, Markyate, Bedford, Corn Dealer Luton
Pet May 17 Ord May 21

OUTRAM, ALGERNON WASHINGTON, Eastbourne, Laundry
Proprietor Eastbourne Pet May 18 Ord May 18

PHILLIPS, RICHARD JAMES, Pembroke, Innkeeper Pem-
broke Dock Pet May 16 Ord May 21

POOK, JOHN, Tedburn St Mary, Devon, Exeter Pet May
20 Ord May 20

REEVES, JOHN HENRY, Cheshire, Cattle Dealer
Stoke upon Trent Pet May 19 Ord May 19

REUKAUFF, ERNEST HENRY, and THOMAS HENRY JAMES,
Dover, Furniture Dealers Canterbury Pet May 20
Ord May 21

REYNOLDS, HARRY WILLIAM, Leiston, Suffolk, Jeweller
Ipswich Pet April 19 Ord May 19

RIDGDALE, THOMAS HAVET, Beckenham, Kent Croydon
Pet April 20 Ord May 19

ROBINSON, WILLIAM JOSEPH, Bristol, Watchmaker Bristol
Pet May 11 Ord May 19

ROGERS, ALFRED JOSEPH, Sittingbourne, Kent, Coal Mer-
chant Rochester Pet May 19 Ord May 19

ROGERS, FRANK WILLIAM, Andover, Ironmonger Salis-
bury Pet May 18 Ord May 19

SKINNER, FREDERICK HERBERT, Howgrave, nr Ripon,
York, Solicitor Northallerton Pet April 23 Ord
May 19

SNOW, ARTHUR, Essex st, Strand, Solicitor High Court
Pet Feb 14 Ord May 19

THOMAS, JOSEPH, jun, Selston, Notts, Coal Miner Derby
Pet May 18 Ord May 19

VINE, PERCY ADOLPHUS JAMES, Egloskerry, Cornwall,
Corn Dealer Plymouth Pet April 22 Ord May 19

WALKER, REBECCA, Doncaster, Confectioner Sheffield
Pet May 19 Ord May 20

WILBY, GEORGE, Oswest, York, Rag Merchant Dewsbury
Pet May 19 Ord May 19

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